



Date of Issuance: 4/27/2026

Solicitation No. AC0050

Requisition No. AC0050

Amendment No. 3

Hour and date specified for receipt of offers is changed: No Yes, to: 5/5/2026 2: 00PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Stacy Welty
Contracting Officer

405-766-0493
Phone Number

swelty@odot.org
E-Mail Address

RETURN TO: odotbids@odot.org in Solicitation Response

Description of Amendment:

a. This is to incorporate the following:

More detailed Scope of Services to explain all services listed on the Fee Schedule.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT
IDENTIFICATION NO.XXXX
ATTACHMENT A3
STANDARD FEE SCHEDULE / PAYMENT MILESTONES**

Project Manager
Up to \$550.00 /per each Appraisal
Up to \$1650.00 /per each Acquisition (Not applicable for major tenants)
Up to \$550.00 /per each Acquisition for ACQ Asst. PM (Not applicable for major tenants)
Up to \$1,100.00 /per each Relocation (Residential & Commercial)
Up to \$150.00 /per each Personal Property Move
Up to 10% of the Improvement Removal Task Order Total not to exceed \$15,000.00
Appraisal
Up to \$3,750.00 per Appraisal Report
Up to \$4,250.00 per BIA Appraisal Report
Acquisition
Up to \$4,000.00 for Waiver Parcels
Up to \$3,750.00 for Appraised Parcels
Up to \$2,700.00 for Major Tenants (Billboards)
Up to \$4,650.00 for Appraised Government Entity Parcel (BIA,COE,CLO, USDA.NRCS)
Up to \$900.00 for Mortgage Releases
Relocation
Up to \$10,500.00 for Residential Relocation
Up to \$11,500.00 for Commercial Relocation
Up to \$8,500.00 for Commercial Relocation Landlord
Up to \$4,650.00 for Personal Property Moves
Up to \$3,650.00 for Storage Facilities/Per Unit
Property Management
Up to \$9,500.00 Project Assignment (See Property Mgmt. Fee Schedule)
Staking
Appraisal/Acquisition/Utility Purposes (entire project)
Staking for condemnation purposes (per parcel)
Condemnation Support
Up to \$500.00 per parcel depending on complexity
Additional Information
The Department has sole discretion in determining what qualifies as a major tenant.
Parcels with complex issues can be negotiated at higher fees with the approval of RW Chief/Asst. Chief

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT
IDENTIFICATION NO.XXXX
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Fee	Encroachments	City Limits	Number of Expected Minor Improvements	Number of Expected Major Improvements
\$3,500.00	All	No	1-10	0
\$4,500.00		Yes	11-20	1
\$5,500.00		21-30	2-3	
\$6,500.00		31-40	4-6	
\$7,500.00		41-50	7-9	
\$8,500.00		51-60	10-15	
\$9,500.00		61 +	16 +	

Example of Minor Improvement – Specialty Fence, Shed, Well, Septic, etc.....

Example of Major Improvement – House, Building, Store, Large Barn, etc.....

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT
IDENTIFICATION NO.XXXX
ATTACHMENT A3
STANDARD FEE SCHEDULE / PAYMENT MILESTONES**

TYPICAL PROJECT PAYMENT MILESTONES			
TASK	INVOICING	LEVEL OF COMPLETION	ALLOWABLE PAYMENT
Proj. Mgmt	1st	Relocation Drive-Out, 453, Master Addenda, Appraisal reports completed, QC/QC	100%
Proj. Mgmt	2nd	Acquisition Completed, QA/QC	100%
Proj. Mgmt	3rd	Relocation Vacating, QA/QC	100%
Appraisal	1st	Completed Appraisal Reports to the Review Appraiser	50%
Appraisal	2nd	Appraisal Review of Appraisal Reports with any required corrections completed	50%
Acquisition	1st	Offers Made	50%
Acquisition	2nd	Secured/Condemn Packet submitted to ODOT with any required corrections completed	50%
Relocation	1st	Project Assignment – 475As, plans marked up, 453, and drive-out complete	50%
Relocation	2nd	Project Assignment – 453 improvements identified as owner or ODOT to remove	30%
Relocation	3rd	Project Assignment – All parcels vacated	20%
Relocation	1st	Residential, Commercial and Personal Property Moves-Delivery of notice of eligibility, 90 day notice and move options	30%
Relocation	2nd	Residential, Commercial, and Personal Property moves completed	60%
Relocation	3rd	9 months after parcel vacated and parcel submitted to ODOT or after all claims submitted	10%
Condemnation Support	Various	Condemnation Packet submitted to ODOT	100%
Mileage	Various	Documented mileage for various project related activities. Paid on a monthly basis at current government rate.	100%

NOTES: In Invoicing for work completed will be done on a per ownership basis per task.

Subcontractors and Third Party Contractors must be from ODOT's R/W and Utilities Division's approved Service Provider List. Providers for Staking Services must be approved by the Department. All sub-contracts and Third Party Contracts are subject to review by the Department and must be submitted to the Department.

No travel compensation is payable by the Department when the project is located within the county of the Contractor's primary business address.

PROJECT MANAGER – Scope of Services

The Project Manager (hereinafter referred to as PM) will provide project oversight and will be the contact person regarding details of the work to be completed in this contract and shall be the final authority for the CONTRACTOR on all matters regarding this contract. In that capacity, the PM shall:

1. Provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this contract and in accordance with the Scope of Services. The Project Manager shall minimize the DEPARTMENT's need to apply its own resources.
2. Review and analyze current DEPARTMENT right-of-way acquisition process and identify opportunities to save time and /or money to assure meeting the project schedule and objectives. This includes presenting suggestions and recommendations to the Chief, Right-of-way & Utilities Division for reducing the project schedule or cost of right-of-way acquisition.
3. Assume and ensure appropriate operational control of the project right-of-way activities in accordance with the Uniform Act, Right-of-Way & Utility Division's Policies & Procedures, and all other governing statutes, laws, ordinances and regulations, including but not limited to the following: coordination of the appraisal and appraisal review activities; ensure parcels with relocation activities are prioritized appropriately for expedience; ensure parcel packets are properly completed and submitted in a timely manner; ensure DEPARTMENT personnel are informed regarding all activities; attend all project related meetings as necessary including Project Management meetings and relocation appeals board meetings.
4. Initiate all measures necessary to ensure adequate quality control of project activities. This includes, but is not limited to the following: completion of all documentation such as 289's, R/W REL Form 5 and R/W REL Form 6, maintaining a document control and filing system for all project related correspondence, reports, maps, technical data, etc.
5. Coordinate with demolition (demo) contractors for project clearance activities, including subcontracting (as applicable) and issuing work orders for clearance operations in accordance with project schedules and Department requirements.
6. Verify accuracy of mapping data (plot plan, deeds, etc.) prior to releasing information to the appraiser(s), Complete and sign the Appraisal Project Kickoff Checklist and forward checklist with the set-ups to the appraiser.
7. Responsible for providing accurate weekly updates to the R/W 453 at the first of each week. Only the R/W 453 shows the individual items and their

disposition for demolition purposes. If no update or change is required provide a statement of "no change" to accurately track each item once a clearance list has been issued. The R/W 453 needs to be active until all items on the clearance contract are cleared. Updates to the R/W 453 should include the "30 day Notice to Vacate date" specified in the FMV payment letter, the "Actual Vacate Date" when the move of personal property is verified, and the date they replaced their well or septic system if required to maintain decent, safe and sanitary living conditions. Also include a Y or N representing a yes or a no in the occupied column to show if buildings, lean-to or houses are occupied with personal property. Update the comments as needed when fencing holds in animals, cattle or horses.

8. Responsible to ensure the Agent - prior to the property being secured - has the owner sign an Agreement of Acknowledgement if they are going to retain/remove an item as part of the negotiations to certify they understand they are to remove the item identified or replace their well or septic system within the 30-day's notice specified in the FMV payment letter. The Agreement of Acknowledgement needs to be signed by both the Agent and the payee and placed in the ODOT Central File with a copy to the Relocation Supervisor and Relocation Project Facilitator.
9. Responsible to ensure the Agents verify when wells and/or septic systems are replaced within the 30 day vacate date when the home requires them to maintain decent, safe and sanitary conditions. If it is not required to maintain D.S.S. living conditions, write a note in the comments section so the Relocation Branch will not be waiting on them to replace them.
10. Responsible to ensure the Agents track all items that were paid to move on the R/W 453 and give dates when they were moved. On items, such as sprinkler heads, when they are paid to move, track the date removed on the R/W 453. On fencing when paid to relocate, track the move date on the R/W 453. On such items as fencing that were paid to replace, but not required to replace, track the date on the R/W 453 if replaced.
11. Responsible to ensure the Agents are monitoring and documenting the vacate dates, requesting extensions before the required vacate date expires and monitors the progression of the removal of the items and the replacement of well and septic systems or any other item to be removed by the payee.
12. Responsible to ensure, if no progress is made prior to the expiration of the 30-day's notice expiration date and an extension is necessary, that a formal request is sent to ODOT's Relocation Branch in writing, or e-mail prior to the expiration of the 30 day notice date documenting the reasons why an extension is necessary.

13. Responsible to ensure, if these items are not addressed properly by the payee as agreed to by the "Notice to Vacate Date" or an approved extension date, the Agent calls the payee immediately and sends a reminder letter notifying them of their date to remove items paid to remove or replace items affecting D.S.S. conditions. Advise payee if items that were paid to remove are not moved within the 30 days expiration, the items reverts back to ODOT for demolition.
14. Responsible to ensure the Agent sends them a State Notice and Demand R/W Form 401 (form provided by the Relocation Branch) with a date specific as to when the item is to be removed or replaced. If the date on the Notice and Demand is more than five days, contact the Relocation Branch Manager in writing or e-mail for pre-approval of more time. If after the time specified on the Notice and Demand has expired and they still have not removed or replaced the item, send the Relocation Branch a copy of all the notices issued and request the Relocation Branch prepare a Writ of Assistance to Legal Division for enforcement through the court system.
15. Responsible to advise Agents if ODOT purchased items (such as fence) or other improvements, **no one is allowed to remove it, sell it to someone else, or dispose of it in any manner.** If the former owner changes his mind and wants to retain an item after ODOT has purchased it, they must contact the Acquisition Branch Manager for approval and return money to ODOT for the item retained. After the money is paid back to the State, make a note of this under the "Comments" section of the R/W 453 and include it on the next weekly updates of the R/W 453 report.
16. Responsible to ensure the Agent gives the property owner an itemized list of the items that were acquired by the State so there is no question as to what items were acquired. In the event something is stolen, state it in the "comments" section of the weekly R/W 453 report. Fencing and all improvements acquired or paid to replace becomes the property of the approved demolition contractor for removal. It causes the demolition contractor to suffer losses on their contract when items are stolen or when the Agents tell the former property owner to just take it without paying retention values at the time of acquisition.
17. Responsible to ensure the Agents, working for their Company, **do not** tell anyone - a property owner or tenant - they can remove items such as fencing or other improvements acquired by the State when they were not officially authorized to do so by written agreement prior to the State's acquisition of the property. The approved demolition contractor is the only one authorized to remove improvements acquired and to salvage them.
18. The Relocation Branch will be evaluating and rating each Project Manager and their Agents in how well they keep the R/W 453 updated accurately on

each project. Observance of these requirements will be closely monitored and reviewed by the Relocation Branch and could negatively impact the Service Providers Evaluation Ratings at the end of the project.

19. Coordinate directly with the CONTRACT FACILITATOR for the DEPARTMENT on all right-of-way activities assigned to the aforementioned project unless prior written approval is received from the DEPARTMENT.
20. Responsible for day to day management of all project functions. Provide project oversight and will be the contact person regarding details of the work completed or to be completed and shall be the final authority for the CONTRACTOR on all matters.
21. Maintain qualified staff to perform right-of-way functions according to the attached Scope of Services, Attachment 1 and all provisions of the contract.
22. Be responsible for all aspects of the project as provided for within the provisions of the contract. The PM must be available to handle any problems or answer any questions that may arise concerning the project in a timely manner.
23. Attend or delegate a DEPARTMENT approved company representative to attend all project related meetings, if the PM is not available. The representative shall have full knowledge of the project and be able to answer all questions concerning the project.
24. Conduct themselves in a professional and courteous manner. Endeavor to make decisions, issue instructions, and provide prompt responses to inquiries and review the work of the CONTRACTOR prior to submission to the DEPARTMENT.
25. Ensure that all right-of-way functions are completed within the specified time frames set out in Attachment 2, Required Completion Dates, attached hereto and by this reference incorporated herein. Any deviations from established completion dates shall require a written notice prior to the target date, from the PM to the CONTRACT FACILITATOR explaining the reason therefore, the anticipated completion date and/or a detailed recovery plan.
26. Provide, on a weekly basis, a status report on the percentages, total numbers and numbers completed of the respective branch's activity on each turnkey contract function using the approved forms, see attachment 5, contained within the contract. ODOT will require and will provide the Microsoft Excel spreadsheets to be utilized for status reports. The PM will review and sign off on all paperwork prior to submittal to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER to ensure accuracy.

27. Shall have the ability to effectively conclude negotiations, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Acquisition process.
28. Shall have the ability to effectively conclude relocation activities, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Relocation process.
29. Ensure quality and accuracy of appraisal reports prior to releasing them to the review appraiser by completing The Appraisal Report Quality Assurance Checklist. Upon completion of corrections – if any – send completed checklist directly to the appropriate Appraisal Branch facilitator.
30. Address issues/concerns/revisions, submit the factual details in writing to the DEPARTMENT's R/W & Utilities Division's Project Manager, with proposed solution(s) and follow-up appropriately as may be required which affect the acquisition of property or the relocation of owners and/or tenants including but not limited to; mapping, appraisal, negotiation, relocation assistance, time extensions, contract supplements, etc.
31. Attend monthly project status meeting to update the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER and Branch Managers or their designated representative on status of projects. Any personnel, who the Consultant Project Manager deems necessary in order to properly inform the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER and Branch Managers, should attend the monthly meeting.
32. Ensure that all paperwork submitted to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.
33. Submit all requests for target date extensions at least one week prior to the actual target date. This request must be made in writing by the PM.
34. Submit invoices and claims for payment in a timely and organized manner on a monthly basis.

ASST. ACQUISITION PROJECT MANAGER – Scope of Services

The Asst. Project Manager (hereinafter referred to as ASST. ACQ PM) will provide assisted project oversight of the ACQUISITION function and will be the secondary contact person regarding details of the ACQUISITION work to be completed in this contract.

1. Review and analyze current DEPARTMENT right-of-way acquisition process and identify opportunities to save time and /or money to assure meeting the project schedule and objectives. This includes presenting suggestions and recommendations to the Chief/Asst. Chief, Right-of-way & Utilities Division for reducing the project schedule or cost of right-of-way acquisition.
2. Assist the PM to ensure appropriate operational control of the ACQUISITION activities in accordance with the Uniform Act, Right-of-Way & Utility Division's Policies & Procedures, and all other governing statutes, laws, ordinances and regulations, including but not limited to the following: ensure waiver valuations are completed timely, Offer Letters presented and parcel packets are properly completed and submitted in a timely manner; ensure DEPARTMENT personnel are informed regarding all activities; attend all project related meetings as necessary including Project Management meetings.
3. Assist the PM to ensure adequate quality control of ACQUISITION project activities. This includes, but is not limited to the following: completion of all documentation such as 289's, Waiver Valuations, Offer Letters and maintaining a document control and filing system for all project related correspondence, reports, maps, technical data, etc.
4. Assist the PM in verify accuracy of mapping data (plot plan, deeds, etc.) prior to releasing information to the appraiser(s), Complete and sign the Appraisal Project Kickoff Checklist and forward checklist with the set-ups to the appraiser.
5. Assist the PM in providing accurate weekly updates to the R/W 453 at the first of each week. Only the R/W 453 shows the individual items and their disposition for demolition purposes. If no update or change is required provide a statement of "no change" to accurately track each item once a clearance list has been issued. The R/W 453 needs to be active until all items on the clearance contract are cleared. Updates to the R/W 453 should include the "30 day Notice to Vacate date" specified in the FMV payment letter, the "Actual Vacate Date" when the move of personal property is verified, and the date they replaced their well or septic system if required to maintain decent, safe and sanitary living conditions. Also include

a Y or N representing a yes or a no in the occupied column to show if buildings, lean-to or houses are occupied with personal property. Update the comments as needed when fencing holds in animals, cattle or horses.

6. Assist the PM to ensure the Agents verify when wells and/or septic systems are replaced within the 30 day vacate date when the home requires them to maintain decent, safe and sanitary conditions. If it is not required to maintain D.S.S. living conditions, write a note in the comments section so the Relocation Branch will not be waiting on them to replace them.
7. Assist the PM to ensure the Agents track all items that were paid to move on the R/W 453 and give dates when they were moved. On items, such as sprinkler heads, when they are paid to move, track the date removed on the R/W 453. On fencing when paid to relocate, track the move date on the R/W 453. On such items as fencing that were paid to replace, but not required to replace, track the date on the R/W 453 if replaced.
8. Assist the PM in advising Agents if ODOT purchased items (such as fence) or other improvements, **no one is allowed to remove it, sell it to someone else, or dispose of it in any manner.** If the former owner changes his mind and wants to retain an item after ODOT has purchased it, they must contact the Acquisition Branch Manager for approval and return money to ODOT for the item retained. After the money is paid back to the State, make a note of this under the "Comments" section of the R/W 453 and include it on the next weekly updates of the R/W 453 report.
9. Assist the PM to ensure the Agent gives the property owner an itemized list of the items that were acquired by the State so there is no question as to what items were acquired. In the event something is stolen, state it in the "comments" section of the weekly R/W 453 report. Fencing and all improvements acquired or paid to replace becomes the property of the approved demolition contractor for removal. It causes the demolition contractor to suffer losses on their contract when items are stolen or when the Agents tell the former property owner to just take it without paying retention values at the time of acquisition.
10. Assist the PM to ensure the Agents, working for their Company, **do not** tell anyone - a property owner or tenant - they can remove items such as fencing or other improvements acquired by the State when they were not officially authorized to do so by written agreement prior to the State's acquisition of the property. The approved demolition contractor is the only one authorized to remove improvements acquired and to salvage them.

11. Assist the PM to ensure that all ACQUISTION functions are completed within the specified time frames set out in Attachment 2, Required Completion Dates, attached hereto and by this reference incorporated herein. Any deviations from established completion dates shall require a written notice prior to the target date, from the PM to the CONTRACT FACILITATOR explaining the reason therefore, the anticipated completion date and/or a detailed recovery plan.
12. Assist the PM to provide, on a weekly basis, a status report on the percentages, total numbers and numbers completed of the respective branch's activity on each turnkey contract function using the approved forms, see attachment 5, contained within the contract. ODOT will require and will provide the Microsoft Excel spreadsheets to be utilized for status reports. The PM will review and sign off on all paperwork prior to submittal to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER to ensure accuracy.
13. If assigned by the PM the Asst. ACQ PM shall have the ability to effectively conclude negotiations, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Acquisition process.
14. Assist the PM in addressing issues/concerns/revisions, submit the factual details in writing to the DEPARTMENT's R/W & Utilities Division's Acquisition Manager, with proposed solution(s) and follow-up appropriately as may be required which affect the acquisition of the property.
15. Assist the PM in attending monthly project status meeting to update the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION ACQUISTION MANAGER or their designated representative on status of projects.
16. Assist the PM to ensure that all paperwork submitted to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION ACQUISTION MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

APPRAISAL – Scope of Services

1. Supply the DEPARTMENT with the following:
 - a. One copy of each complete appraisal report each in a pdf format.
 - b. Appraisal reports must be generated in either a Microsoft Word or WordPerfect format.
2. Attend a field review after completion and submission of the appraisals if requested to do so by the DEPARTMENT.
3. Contact the DEPARTMENT in the event any of the parcels herein assigned contain any items of machinery, equipment, or other specialty items which may require a separate valuation by a Specialist. The DEPARTMENT will employ said Specialist to determine the value of such items, or with the written approval of the DEPARTMENT, the CONTRACTOR may employ said Specialist. The value of the items so determined by the Specialist shall be furnished to the Appraiser (CONTRACTOR) who shall consider the extent of the contributory value of such items, in the value of the whole. All such specialty appraisals will be made a part of the appraisal.
4. Confer with the Review Appraiser, hereinafter referred to as the REVIEWER, assigned to the project upon completion of collection and analysis of the market. The REVIEWER will insure the adequacy of the market and the analysis, and advise the CONTRACTOR of inadequacies in need of correction, if any.
5. Include in all appraisals a fully documented partial or total taking appraisal on each property, as stated in the DEPARTMENT's Policy Manual and/or Procedures Manual, except in such cases as specified to the contrary by the DEPARTMENT in writing prior to the signing of the Contract. The Policy and or Procedures Manual specifies the required form and content required.
6. Execute the Appraiser's Certificate as required by the Policy or Procedures Manual.
7. Set out in the appraisal report all recorded and/or known unrecorded transfers of ownership of the property during a period of the last five (5) years (immediately preceding the date of valuation) giving book and page; consideration, if known; revenue stamps; and other pertinent information.
8. Carry out the assignment in accordance with any special instructions which may be furnished by the DEPARTMENT.
9. Take whatever action, within reason, may be necessary in order to provide the owner or his designated representative an opportunity to accompany

the CONTRACTOR during inspection of the property. The CONTRACTOR shall be familiar with the Policy or Procedures Manual, State and Federal Requirements, Part 1 (referring to owner contact and property inspection) and shall fully comply with its requirements. Under no circumstances will the CONTRACTOR express an opinion to the owner or other persons as to the value of the property.

10. Do the work in accordance with accepted appraisal principles and techniques in the valuation of real property in accordance with existing State law, and will be completed to the satisfaction of the DEPARTMENT, as determined by the REVIEWER, and upon request, the CONTRACTOR shall furnish corrected, revised, or supplemental pages for attachment to the original report within a reasonable time.
11. Verify the owner of record for each ownership is correct as the DEPARTMENT has provided the CONTRACTOR and if any change of ownership for any parcel is discovered, the CONTRACTOR shall provide the DEPARTMENT and Review Appraiser the correct ownership of that parcel.
12. Shall in accordance with Appraisal Branch Procedure, send by regular parcel post or certified mail; return receipt requested, a Notice of Interest Letter as formatted in said procedure, to every owner on the project's misery. Copies of the Notice of Interest are to be included in the appraisal report on appraised parcels and returned to the acquisition project facilitator for filing on the waiver parcels along with the waiver parcel set-ups. All certified mail return receipts received are to be sent to the appropriate Project Facilitator along with a summary of the results of the Notice of Interest mail outs that an owner has acknowledged receipt of the Notice of Interest.
13. Notice of interest summary report results shall be noted on weekly status reports on a parcel by parcel basis and shall include the date the NOI was mailed and the date conformation was received as well as in a separate report stating by parcel the date the NOI was mailed, the date conformation was received and the percentage of NOI's received.
14. If the ownership involves platted or sub-divided property, the CONTRACTOR shall verify restrictive covenants that are part of the plat or sub-division. If the ownership is under zoning from a governmental entity, the CONTRACTOR shall verify the zoning and what the allowable uses of that zoning are, as well as set-backs, minimal lot size, parking requirements and permission to split lots and any other regulation that would affect the use of the ownership
15. Pursuant to Appraisal Branch Procedure and 49 CFR 24.103(a) 1-5, the

CONTRACTOR shall meet with the DEPARTMENT's designated relocation agent to delineate what property is to be acquired as part of the real estate and what property is considered personal to be handled by the relocation agent. A written list of that delineation shall be included in the appraisal report.

16. Provide a written, updated, Appraisal Status Report, see attachment 5, for each parcel to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.
17. An appraiser shall not work on, perform, or be assigned to more than a maximum of thirty (30) appraisals at any one time.
18. Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGEMENT BRANCH MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

ACQUISITION – SCOPE OF SERVICES

1. Coordinate directly and solely with the District RW Field Manager, hereinafter in this section referred to as District RW Field Manager, for the DEPARTMENT on all acquisition activities assigned to the aforementioned project unless prior written approval is received from the Facilitator or the DEPARTMENT's Acquisition Branch Manager, hereinafter in this section referred to as Manager.
2. All Acquisition activities will be performed by IRWA Negotiation/Acquisition certified, (R/W-NAC), agent(s) or other agents deemed "Functionally Equivalent" by means of education and experience, as defined by the DEPARTMENT's Pre-qualification Criteria, and determined by the Manager.
3. Take the following actions on each ownership acquired for the project:
 - a. Review title takeoff provided by the DEPARTMENT and correct ownership, as needed, to ensure the right owner is contacted.
 - b. Review construction and Right-of-Way plans as well as all Right-of-Way documents for accuracy and completeness. Prepare and submit any revision requests necessary.
 - c. Review legal descriptions using Deed Plotter Software. Result report shall be submitted with the completed packet.
 - d. Prepare and submit Waiver Valuation Form, all supporting documentation and Summary Statement of just compensation for review and approval by the DEPARTMENT.
4. Take the following actions upon entering into negotiations with the Property Owner:
 - a. Deliver property rights brochures, offer letters, summary statement of just compensation, instruments of conveyances and releases.
 - b. Maintain written documentation of contacts on Right-of-Way Agent's Report (Form 289) identifying Acquisition Agent, date, time and duration of contact.
 - c. Conduct final title check prior to turning in documents for payment or condemnation (minimum of three contacts with landowner or designated representative).
 - d. Conduct a search for back taxes on partial and total acquisitions. Back taxes will be satisfied from the acquisition funds the property owner is to receive. The current year's taxes will NOT be pro-rated for partial acquisitions.
 - e. Provide **copies** of deed, mortgages, judgments or other liens and releases that change the original title search, along with a revision request to revise the ownership.

5. To contact the DEPARTMENT's District RW Field Manager daily for messages and/or notification of revised plans, new or revised instruments, error or omissions on parcel files turned in for review, etc.
6. Deliver an accurate and complete parcel file packet to the DEPARTMENT within fifteen (15) calendar days from the date the instrument is signed by the owner or his/her designated representative.
 - a. Any secured parcel file(s) returned to the negotiator for corrections should be re-submitted to the Acquisition Branch within five (5) working days unless written instructions are otherwise given by the Facilitator.
7. Refer legal issues concerning negotiation through the District RW Field Manager to General Counsel, Condemnation Section to furnish such legal advice as is applicable and reasonable.
8. Secure those parcels for which counteroffers have been approved in the event the DEPARTMENT's Acquisition Target Date has passed.
9. Provide, at closeout, to all attendees a current status report and a Right-of-Way Agent's Report, completed front only, on ALL unsecured parcels for advance condemnation notice, ensuring fence notation is correct.
10. Deliver to the DEPARTMENT, by the specified target date, an accurate and complete condemnation parcel file, including a Right-of-Way Agent's Report (completed front and back) with support documentation and required copies for all potential condemnation parcels as listed on the DEPARTMENT's Checklist for Condemns form.
 - a. The Service Provider is responsible for listing **all correct owner(s), which may include, a service agent, designated corporate officer, or any other representative by law to be served**, their physical address (es) and or finding directions, and phone number(s) on the Report.
 - b. Any condemnation parcel file(s) returned to the negotiator for corrections should be re-submitted to the Acquisition Branch within three (3) working days unless written instructions are otherwise given by the Facilitator.
11. Attend a field review after Contract closeout, if deemed necessary by the DEPARTMENT.

12. The Service Provider is responsible for ensuring that any items for which the property owner has been compensated to relocate are removed by the property owner.
13. Provide a written, updated, Acquisition Status Report, see attachment 5, for each ownership to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.
14. In the event the DEPARTMENT's Acquisition Target Date has passed, the Service Provider shall secure a Release of Damages for those parcels in which items may have been overlooked during negotiations or damaged during construction activities.
15. The Service Provider shall upload the presented offer letter signed by the negotiator, to ProjectWise and provide notification to the Facilitator within seven (7) calendar days of presenting the offer.
16. On appraised parcels the Service Provider is to submit all counteroffers given by the property owner, dealing with issues related to valuation as determined in the appraisal process, to the Review Appraiser. If no reason is given other than additional monies wanted, then contact the District RW Field Manager for instructions.
17. On Waiver Valuation parcels the Service Provider is to submit all counteroffers given by the property owner, dealing with issues related to valuation as determined in the Waiver Valuation process, to the Acquisition Branch Manager. If no reason is given other than additional monies is wanted, then contact the District RW Field Manager for instructions.
18. Any DEPARTMENT approved agent utilized for the purposes of acquisition or relocation or a combination of both, sometimes referred to as Dual Agents or single agents, shall be limited to working on, performing, or being assigned to no more than 30 units at any one time. The term Dual Agent, a.k.a. Single Agent, refers to one agent performing both roles of acquisition and relocation. Acquisition activities are defined as one (1) unit per ownership. Relocation activities are defined as two (2) units per displacee. An Acquisition Agent shall not work on, perform, or be assigned to more than a maximum of thirty (30) owners at any one time. A Relocation Agent shall not work on, perform, or be assigned to more than a maximum of fifteen (15) displacees at any one time. The acquisition status report and the relocation status report shall list the names of the assigned agent(s) to each parcel or displacee on the respective status report. The status reports shall be submitted electronically to the respective Branch Facilitator no later than the first working day of each week.

NOTE: All of the above items will be taken into consideration for an Evaluation of the Contractor's performance on this project. A copy of the evaluation will be given to the CONTRACTOR for their response, if any, to ODOT.

19. On all parcels with Mortgages the Service Provider shall mail out the 45 day notification letter to advise mortgage companies of the proposed acquisition. Service Providers shall attempt to secure a Mortgage Release prior to the submittal of the secured parcel packet.
20. The Service Provider will file all deeds with the appropriate County Courthouses. These will either be e-filed or taken directly to the courthouse. The service provider shall wait a minimum of 7 days after the date of the warrant letter before filing the deed. The service provider shall provide the recorded original deed to the department.
21. The Service Provider shall verify the property owner's address for any parcel to be submitted for condemnation. The address shall be a physical address, appropriate for serving. The agent shall initial and date next to the address on the front of the 289, indicating the verification.
22. The Service Provider shall make contact with condemnation parcels prior to submitting to ODOT to notify owners of the parcel being submitted to ODOT General Counsel for condemnation. This statement needs to be last entry on the 289 and cannot be more than 7 days from submittal.
23. All packets shall be organized according to the checklist, whether it is a secured or condemned parcel packet. The following documents shall be bookmarked within the PDF: appraisal review sheet or waiver calculation sheet, the Summary of Acquisition, deed, 289 front, pinkie and/or blue, and any trust document or articles of incorporation documents which state whom has the authority to sign.
24. Service Provider shall receive a W9 per OMES requirement from all property owners and include in secured packet.
25. Service Provider shall submit a pdf W9 financial packet via email to Acquisition Branch that will be forwarded to Business Administration to expediate the payment process. This packet will include the W9, 324A Claim, Deed and 289 and/or any other payment documents. These documents must be reviewed for correctness prior to submittal.

Relocation – Scope of Services

1. Coordinate directly and solely with the Relocation Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all relocation activities assigned to the aforementioned project unless prior written approval is received from the FACILITATOR or the DEPARTMENT'S Relocation Branch Manager, hereinafter in this section referred to as MANAGER.
2. All relocation activities will be performed by IRWA Relocation Assistance, (R/W-RAC) Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experiences, as defined by the DEPARTMENT'S Prequalification criteria, and determined by the MANAGER.
3. **Project Assignment** will be made to a LEAD AGENT who will:

Prepare an initial drive-out within 30 calendar days of receiving the Notice to Proceed from R/W Business Administration Branch. The drive-out will be prepared on the Improvement Status Report (R/W Form 453) including any encroachments in present or existing right-of-way and any improvements within the new or proposed right-of-way. Also plot all relocation displacements (residential, commercial, and personal property only) on a half-size set of Right-of-Way Plans with Station Number and offset distance from centerline. Update Improvement Status daily as changes or revisions occur including, but not limited to, plan changes and subsequent occupancy. Submit R/W 453's on Mondays weekly if there are changes. If there are no changes to the R/W 453, just send an email to advise there were no changes.

4. Maintain a current inventory of acquired improvements in new right-of-way on (R/W Form 453), Improvement Status Report, recording the status of acquisition and showing if the property is vacant or occupied.
5. Conduct an initial interview in person with each displacee at the displacement site within 60 calendar days from receiving the Notice to Proceed from R/W Business Administration Branch. The initial interview will be completed on Interview Form (R/W 475A). This initial interview form will be submitted to the Relocation Branch contract FACILITATOR along with the following completed forms. i.e., completion of the IMPROVEMENT SURVEY QUESTIONNAIRE FORM (R/W REL-Form 5) on every parcel with improvements, completion of the IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM (R/W REL-Form 6). The interview will include an inspection of the parcel, explanation of benefits and advisory assistance. Arrange to meet with the Appraiser to review and clarify the IMPROVEMENT SURVEY QUESTIONNAIRE and the IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM so all

improvements located in the take with value, or no value can be fully addressed as identified by the Appraiser.

- a. IMPROVEMENT SURVEY QUESTIONNAIRE FORM (R/W REL-Form 5)
– This Form will be filled out on all properties to be acquired, improved or unimproved. A collaborative effort will be made between the Relocation Agent and the Appraiser to ensure this form is accurately completed. A completed copy of the form (R/W REL-Form 5) will be submitted to the Relocation Contract FACILITATOR within 60 calendar days of the Notice to Proceed.
 - b. IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM (R/W REL-Form 6) – The Relocation Agent will accompany the Appraiser at the time of the appraisal inspection to determine what is considered realty or personalty. Signatures of both the Appraiser and Relocation Agent are required on this form. A completed copy of the (R/W REL-Form 6) will be submitted to the Relocation Contract FACILITATOR, within 7 working days of completion.
6. Calculate all relocation benefits to include all reasonable and necessary reimbursable relocation expenses in compliance with the DEPARTMENT'S Relocation Procedures. All relocation calculations and studies will be prepared by a qualified Relocation Agent other than the assigned Relocation Agent. Replacement Housing calculations will be submitted on Form 150, Supplemental Housing Payment Calculations, and submitted with Form 117-R, Relocation Supplement. Last Resort Housing must be supported with documentation of efforts to locate Replacement Housing and justification for method of Last Resort Housing utilized for approval by the MANAGER.
 7. Provide ongoing relocation assistance advisory services, in person, that promotes cooperation with the displacee to accomplish a timely vacation of the acquired property within the target dates established in this contract.
 8. Submit relocation benefit claims, updated agent's log, and supporting documentation to the DEPARTMENT within seven (7) calendar days of the date the displacee signed the claim. No claims are to be presented to displacee for signature until the Relocation Agent has all supporting documentation.
 9. Contact the DEPARTMENT a minimum of once a week for messages and/or correspondence to be picked up. It is recommended that contact be made more frequently during active relocation and near the relocation target date.

10. Provide Verification of Clearance (Form R/W 475-C) no later than seven (7) calendar days after the displacee has vacated the parcel. The displacement and replacement sites are to be inspected by the Relocation Agent prior to submitting Form R/W 475-C to verify personal property has been moved to replacement site. Relocation Agent will inspect replacement site to verify all equipment moved is reinstalled at replacement site. In the event equipment has not been reinstalled as required at the replacement site, that portion of the move payment required for reinstallation shall be withheld until equipment is reinstalled. Turn in keys to the Relocation and Property Management Branch when property becomes vacant. Make a Xerox copy of the key for the Relocation and Property Management Branch file.
11. **Extension Request** – Prior approval is required for all occupancy extensions. Seven (7) days prior to the expiration of the displacee's 30-day vacate date, determine if they are going to vacate by their required date. Review the project timeline and relocation target dates, vacating dates and required demolition target dates with your relocation contract FACILITATOR to determine if a 30-day extension can be granted. If time allows for an extension, have the displacee request an extension prior to the expiration of the 30-day vacating date.
12. **Leaseback Request** – Prior approval is required for leasebacks. If approval is given for a leaseback, prepare a Leaseback Agreement for the displacee's signature seven (7) days prior to the expiration of their 30-day extension. Obtain their signature and lease payment starting the lease the day after the 30-day extension expires.
13. **Ten-Day Notice to Quit** – If project schedule does not allow time for occupancy extensions or leasebacks, prepare Ten-Day Notice to Quit seven (7) calendar days prior to the required vacate date for the Relocation Manager's signature. If displacee has not vacated by his required date, deliver the Ten-Day Notice to Quit. In the event the displacee has not vacated within the specified ten-day period, prepare, and submit within 5 working days a memo to Relocation Manager requesting a Writ of Assistance for eviction. Attach copies of all relocation notices and the Relocation Agent's log R/W Form 475D.
14. Initiate Protective Rent Agreement, upon authorization, to avoid subsequent relocations.
15. Provide a written, updated, Relocation Status Report, see attachment 5, for each displacee to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.

16. Be available for a period of eighteen (18) months after the displacee's vacate date to complete the relocation. CONTRACTOR may be released earlier upon written authorization from the MANAGER.

17. Any DEPARTMENT approved agent utilized for the purposes of acquisition or relocation or a combination of both, sometimes referred to as Dual Agents or Single Agents, shall be limited to working on, performing, or being assigned to no more than 30 units at any one time. The term Dual Agent, a.k.a. Single Agent, refers to one agent performing both roles of acquisition and relocation. Acquisition activities are defined as one (1) unit per ownership. Relocation activities are defined as two (2) units per displacee. An Acquisition Agent shall not work on, perform, or be assigned to more than a maximum of thirty (30) owners at any one time. A Relocation Agent shall not work on, perform, or be assigned to more than a maximum of fifteen (15) displacees at any one time. The acquisition status report and the relocation status report shall list the names of the assigned agent(s) to each parcel or displacee on the respective status report. The status reports shall be submitted electronically to the respective Branch Facilitator no later than the first working day of each week.

Note: Items not included in this Contract are as follows: 1) relocation appeal hearings, and 2) payments of relocation benefits.

18. Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY & UTILITIES DIVISION'S PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

RELOCATION PLANS AND ESTIMATES

19. Coordinate directly and solely with the Relocation Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all relocation activities assigned to the aforementioned project unless prior written approval is received from the FACILITATOR or the DEPARTMENT'S Relocation Branch Manager, hereinafter in this section referred to as MANAGER.

20. All Relocation Plans and Estimates will be performed by IRWA Relocation Assistance, (R/W-RAC) Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experience, as defined by the DEPARTMENT'S Prequalification criteria, and determined by the MANAGER.

21. The timeline provided for Relocation Plans or Estimates will be provided at the time of the assignment.
22. MANAGER receives a request from Environmental Programs Division for the Relocation Branch to develop a Relocation Plan. The purpose of preparing a Relocation Plan is to comply with 49 CFR § 24.205. The request will consist of maps showing the proposed defined alternate alignment to be studied for approval from Federal Highway for environmental clearance. This plan will be developed prior to the completion of the NEPA Document.
23. If resources are limited, Manager assigns a Service Provider to have a Relocation Agent prepare a Relocation Plan or Estimate in accordance with the request received.
24. **Relocation Plans** will be made by a LEAD AGENT who will:
- Prepare Relocation Plans using 60 or 65% plans with right-of-way defined. The plan should capture the requirements identified in this Scope of Services, the Relocation Branch Procedure REL-PRO 6.116.1 and an example of a Relocation Plan will be provided.
 - Visits the project site and gathers the following information for the proposed alignment. The Relocation Plan will serve to assist in the evaluation of the social and environmental impacts on the project. The potential impacts will include the following information:
 - If potential residential displacements constitute a disproportionately high and adverse impact on minority or low-income families, the Manager, Relocation Branch may request interviews with displaced persons.
 - Interviews will not be conducted unless Manager requests them.
 - If interviews are conducted, the Relocation Agent will advise potential displacees the environmental study is done to identify potential impacts on the proposed project. The interview does not necessarily mean they are absolutely being displaced because final Right-of-Way limits and design of the project has not been determined and no alignment has been selected.
 - Conducts a market search to reveal the number of decent, safe, and sanitary, comparable replacement dwellings which may be available to fulfill the needs of the potential displaced households in the proposed project area (including location, type of housing, number of bedrooms, condition, and size).

- Analyzes and defines the impacts on the potential residential displacees.
- Determines what social or public programs may be available in the area that will assist the elderly or persons with disabilities such as meals on wheels, etc.
- Provides recommendations for providing Last Resort Housing within the family's financial means.
- When there is not an adequate supply of comparable, decent, safe, and sanitary replacement housing available on the market, recommends solutions which may require new construction.
- If new construction is required, recommends an additional 6 to 8 months be allowed in the project schedule.
- Determines the estimated number of potential businesses, farms, non-profit organizations, to be displaced and the approximate number of employees that may be affected. Do not contact any potential residence or business on the project unless preauthorized by the MANAGER.
- Identifies the potential problems anticipated in the relocation of potential displaced businesses, non-profit organization or farms including any relocation advisory services.
- Provides recommendations for solutions for reducing impacts on potential business displacees which are expected to involve complex or lengthy moving processes or have limited resources. Also consider any special relocation advisory assistance services that may be necessary from the displacing Agency and other cooperating Agencies.
- Prepare marked up plans for submittal showing the station number location and picture of each business, residence, farm operation or Non-Profit organization located within the right-of-way limits.
- Create an inventory of the proposed properties to be acquired.
- If the improvements are very close (10 to 15) feet from the right-of-way line and it appears it could be severely impacted by the right-of-way, contact the ODOT Appraisal Branch to request their assistance in determining if it

is a property that could be a potential acquisition by the Department. If not, do not put it in your Relocation Plan.

- Utilize Realtors, real estate internet websites advertising properties, sale by owner, and newspapers for preparing the Relocation Plan. For Residential displacements, try to locate comparable properties for sale within a 25-mile radius if possible.
- Look for potential comparable residential replacement properties in similar nearby neighborhoods. Use the inventory of proposed replacement properties to utilize in the Relocation Plan.
- If possible, locate three potential residential replacement properties for residential displacements. If only one is available at the time of the study, one will meet the minimum requirements for the Relocation Plan.
- If no residential properties are available within a 25-mile radius, consider the cost of new construction for purposes of providing an alternate plan. Also request an additional 6 to 8 months be added to the project timeline to be completed.
- For residential displacees, identify the details of the type of property such as square footage, single story single-family residence, or duplex along with the number of bedrooms and bathrooms.
- If potential suitable replacement properties are available for businesses, churches, or non-profit organizations, include the information that may be available.
- Write a transmittal memo for submitting the Relocation Plan with attachments to the Environmental Programs Division thru R/W Business Administration Branch from Manager, Relocation Branch.

25. Prepares Relocation Estimate – MANAGER receives a request from Environmental Programs Division for a Relocation Estimate.

- Relocation Estimates can be done from aerials and plans with proposed right-of-way lines defined for each alignment. Estimated costs are not included in the estimate that goes to Environmental Programs Division. The estimate only estimates how many and what type of displacements are anticipated.

- MANAGER assigns a Service Provider/ Relocation Agent to prepare a Relocation Estimate request from Environmental, in accordance with the request received.
- The due date timeline will be given at the time of the assignment.
- Plans or aerials are to be marked up showing the location of the improvements on the plans or aerials and attach a picture of the residential, or commercial displacements.
- Create an inventory and estimated number of proposed residential and commercial relocations for each type of property to be acquired.
- For Residences, include only the number of potential residences to be displaced.
- For Commercial Businesses and Non-profit Organizations, include only the estimated number to be displaced.
- Prepare an Estimate Memorandum from MANAGER to Environmental Program's Division. An example of the information requested in the memo with the estimated number of residential or commercial properties being displaced. This estimate does not include cost when it is prepared for Environmental Program's Division.
- At the bottom of the estimate include information regarding any potential problems in finding replacement properties. If new construction may be considered, state an additional 6 to 8 months should be added to the project schedule.

26. Prepares Relocation Cost Estimate – MANAGER receives a request from R/W Business Administration Branch for a Relocation Costs Estimate.

- Relocation Estimates can be done from aerials and plans with proposed right-of-way lines defined for each alignment.
- MANAGER assigns a Service Provider / Relocation Agent to prepare a Relocation Costs Estimate from R/W Business Administration Branch, in accordance with the request received.
- The due date timeline will be given at the time of the assignment.

- Plans or aerials are to be marked up showing the location of the improvements on the plans or aerials and attach a picture of the residential, commercial, or personal property move if possible.
- Create an inventory and estimate of cost of the proposed relocation cost for each type of property to be acquired.
- For Residences, include the number of residential displacements and the associated estimated total costs of Replacement Housing Payments. As a separate line item, include the number of residential move payments and the total estimated move costs.
- For Commercial Businesses and Non-profit Organizations, include the number of Commercial Businesses and Non-profit Organizations being displaced. As a separate line item estimate the total move costs for all the Commercial Businesses and Non-profit Organizations being displaced.
- For partial takings for moving only personal property, provide the number of partial /personal property only moves, and the total move costs estimated.
- Provide an estimated cost for Service Provider Fees on the estimate.
- Prepare an Estimate Memorandum from Manager. An example of the information requested in the memo with relocation costs will be provided.
- At the bottom of the estimate include information regarding any potential problems in finding replacement properties. If new construction may be considered, state an additional 6 to 8 months should be added to the project schedule.

Property Management – Scope of Services

1. Coordinate directly and solely with the Property Management Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all property management activities assigned to the aforementioned project unless prior written approval is received from the FACILITATOR or the DEPARTMENT's Property Management Branch Manager, hereinafter in this section referred to as MANAGER.
2. All Property Management activities will be performed by Property Management, Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experience, as defined by the DEPARTMENT's Pre-qualification criteria and determined by the MANAGER.
3. **Project Assignment** will be made to a LEAD AGENT who will:
 - a. Prepare an initial drive-out within 30 calendar days of receiving the Notice to Proceed from Project Management Branch. The drive-out will be prepared on the Improvement Status Report (R/W Form 720) including any encroachments in present or existing right-of-way and any improvements within the new or proposed right-of-way. Plot all encroachments and improvements on a full size set of Right-of-Way Plans with station and offset from centerline. Update Improvement Status Report daily as changes or revisions occur including, but not limited to, plan changes and subsequent occupancy.
 - b. Maintain a current inventory of acquired improvements in new right-of-way on Form 720, Improvement Status Report, with record of current status of acquisition and showing if vacant or occupied. The Improvement Status Report shall be updated and submitted electronically to the FACILITATOR in (3) three stages as follow: 1) Initial 2) Accurate and 3) Final or as requested by Facilitator.
4. **Ten-Day Notice to Quit** – If project schedules do not allow time for occupancy extensions or leasebacks, prepare Ten-Day Notice to Quit seven (7) calendar days prior to the required vacate date for the Relocation Manager's signature. If displacee has not vacated by his required date deliver the Ten-Day Notice to Quit. In the event the displacee has not vacated within the specified ten-day period, prepare and submit within 5 working days a memo to Relocation Manager requesting a Writ of Assistance for eviction. Attach copies of all relocation notices and the Relocation Agent's log R/W Form 475D.

5. **NESHAP Packet** – Prepare a NESHAP packet on parcels requiring inspection and submit packet to your Property Management Contract FACILITATOR within fifteen (15) calendar days after the secured packet is signed or within fifteen (15) calendar days after the parcel is sent to condemnation. Turn in the keys to the Relocation Contract FACILITATOR when parcel is vacated within seven (7) calendar days. The NESHAP packet shall be completed with NESHAP REPORT FORM (R/W REL-FORM 2) attached on top.

6. Conduct **Property Management** in accordance with the DEPARTMENT's Property Management Branch Procedures, as deemed necessary. Price bid for this item is to include all management and/or administrative fees necessary to accomplish the required work. Actual expenses required through the procurement of the various services will be handled as a pass-through expense unless stated otherwise. All pass-through expenses must be approved by a DEPARTMENT Manager(s) prior to entering into any agreement for services. Property Management includes but is not limited to the following:

Improvement Status Report Form 720 – Continuous updating of the Improvement Status Report. Ensure items to be removed by property owner are removed by the established target date for removal. No pass through cost.

Demolition List – Prepare list of improvements on (R/W REL-Form 3) to be included in the demolition contract. The list of improvements is to be derived from the Appraisal and Improvement Status Report (R/W Form 720). An accurate demolition list (R/W REL-Form 3) and a NESHAP list (R/W REL-Form 4) shall be submitted to the Property Management Contract FACILITATOR within ten (10) calendar days after all Appraisal Reviews or approved waivers are received by the CONTRACTOR on parcels requiring demolition.

- a. **Trash pick-up** – Visually inspect the project for areas where trash or debris is present. Notify the DEPARTMENT and receive approval to proceed with trash pick up. Frequency shall be what is reasonable and necessary.
- b. **Mowing** – Visually inspect the project for areas which need to be mowed. Mowing shall include all areas in the acquired property. If in an urban area grass should not exceed eight inches in height. Hand trimming shall be required around all fixed objects, structures and improvements to provide a neat uniform appearance. The CONTRACTOR should always take into consideration the location of the project and mowing standards established for the area. Notify the DEPARTMENT and receive approval to proceed with mowing. Frequency shall be what is reasonable and necessary.

- c. **Maintenance for continued occupancy** – If repairs to the acquired property are required for continued occupancy; the relocation agent shall ensure repairs are made. If possible, the agent should obtain two estimates and if not an emergency, obtain pre-approval from MANAGER prior to any repairs being made.
- d. **Refund of deposits from previous landlord** – Whenever a tenant is being displaced and is in lawful occupancy the agent shall ensure any deposits paid to the previous landlord are refunded to the displacee unless the previous landlord has a reason to withhold the deposit such as the tenant being in arrears on rent. It is ODOT's intent only to ensure refund of deposits is not withheld from the tenant due to acquisition of the property. No pass through cost.
- e. **Pest Control** – Inspects acquired property for evidence of pests such as insect infestation. Requests approval from the MANAGER to precede with pest control services. Frequency shall be what is reasonable and necessary.
- f. **Rodent Control** – Inspects acquired property for evidence of rodents. If needed, requests advice from local City, County or State health authorities as to whether or not rodents are present. If present requests approval from the MANAGER to proceed with rodent control services. Frequency shall be what is reasonable and necessary.
- g. **Paying Utilities on acquired properties** – Requests approval from MANAGER for those properties requiring utilities to remain on after acquisition.
- h. **Boarding up or securing vacated properties** – Receives at least two bids from companies interested in securing properties. Request approval from MANAGER for selection of company to perform services. Recommends properties to be secured once vacated. Performs daily walk around inspection to ensure buildings are secure. If not secure informs service provider to correct any deficiencies.
- i. **Security services** - Receives at least two bids from companies interested in providing security services. Request approval from MANAGER for selection of company to perform services. Once services begins checks with service provider daily to receive reports of previous day's activities.
- j. **Subcontracting and Issuing Demolition Task Orders/Work Orders** – Enters in contract with demolition contractors, Issues task orders/work orders to demolition contractor(s) once NESHAP and abatement is completed to clear the right-of-way. Notifies RW Property Mgmt. Facilitator and Resident Engineer task order has been given. No pass through cost.

Note: Items not included in this Contract are as follows: 1) improvement disposal.

Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

Staking – Scope of Services

STAKING FOR APPRAISAL/ACQUISITION AND CONDEMNATION PURPOSES

1. The Centerline of Survey or Construction Reference Line for this project is to be sufficiently identified for accuracy in staking the right-of-way.
2. On each parcel of R/W on this project, the point of intersection of the proposed R/W and each property line shown on the plans is to be set and marked in the field. Additionally, any proposed R/W that begins or ends on the existing R/W other than at a property line is to have that point set and marked in the field.
3. The following **color coding scheme** is to be used for flagging lathes and spray painting around PK nails:
 - a. Existing R/W - **blue**
 - b. Proposed Permanent R/W - **red**
 - c. Temporary R/W - **green**
 - d. Easements (utility or channel) - **yellow**
4. All corners (where the R/W line intersects a property ownership line) and breaks (changes in direction), both existing/proposed permanent R/W and temporary R/W, **including any/all improvements and signs in close proximity to R/W** are to be staked and/or marked with:
 - a. Proposed R/W - **red flagged**, 60d nails and marked lathes.
 - b. Temporary R/W - **green flagged**, 60d nails and marked by lathes.
 - c. Existing R/W - **blue flagged**, 60d nails and marked by lathes.
 - d. Easements (utility or channel) - **yellow flagged** and marked by lathes.
5. In/on paved areas - PK nails marked with spray paint, depending on the type of R/W (approx. 2" diameter circle centered on the PK nail).
6. The lathes used in grassy areas are to be flagged according to the **color coding scheme** listed above and are to have the following clearly written on them with a durable marking method (i.e., magic marker, etc.):
 - a. Proposed R/W, Present R/W, Utility Easement, Channel Easement, or Temporary R/W, whichever is applicable.
 - b. Parcel #(s)
 - c. Centerline Station & plus and distance Lt. or Rt. to the point.
7. Intermediate points shall be set and marked by a 60d nail and a lathe (marked and color coded as described above) where necessary such that the proposed/existing R/W line, easements and/or temporary R/W lines will be marked **at least** every 300 feet or where there is an obstruction(s) that

prevents seeing between the breaks/corners.

8. In or on paved areas, the same applicable information is to be spray painted, according to the color coding scheme above, near the PK nail in a neat and legible manner only **if the spray paint will fall on the existing/present R/W.**
DO NOT spray paint this information on private property. If necessary, set a lathe(s) at some reasonable offset distance from the PK and show the distance on the lathe (in addition to the required information listed above).
9. The DEPARTMENT will provide the following data/information related to this work:
 - a. Proposed construction plans for this project
 - b. R/W plans for this project
10. Upon completion of this R/W staking, the SERVICE PROVIDER is to submit a letter of completion to the DEPARTMENT certifying that the work has been completed in accordance with the Scope and Requirements Statement.

STAKING FOR UTILITY RELOCATION PURPOSES

1. The Centerline of Survey or Construction Reference Line for this project is to be identified by PK nails and paint at least every 300 feet for accuracy in staking the right-of-way.
2. The following **color coding scheme** is to be used for flagging lathes and spray painting around PK nails:
 - a. Existing R/W - **blue**
 - b. Proposed/New Permanent R/W - **red**
 - c. Temporary R/W - **green**
 - d. Easements (utility or channel) - **yellow**
3. All corners and breaks (changes in direction), In existing R/W, (If no new R/W is acquired), proposed permanent R/W and utility easements; are to be set with:
 - a. Proposed/New R/W - **red flagged**, 60d nails and marked lathes.
 - b. Temporary R/W - **green flagged**, 60d nails and marked by lathes.
 - c. Existing R/W - **blue flagged**, 60d nails and marked by lathes.
 - d. Easements (utility or channel) - **yellow flagged** and marked by lathes.

4. In/on paved areas - PK nails marked with spray paint, depending on the type of R/W (approx. 2" diameter circle centered on the PK nail)
5. The lathes used in grassy areas are to be flagged according to the **color coding scheme** listed above and are to have the following clearly written on them with a durable marking method (i.e., magic marker, etc.):
 - a. Proposed/New R/W or Present R/W, (If no new R/W is acquired), Utility Easement, or whichever is applicable.
 - b. Centerline Station & plus and distance Lt. or Rt. to the point.
6. Intermediate points shall be set and marked by a 60d nail and a lathe (marked and color coded as described above) where necessary such that the proposed(New)/existing R/W line, easements and/or temporary R/W lines will be marked **at least** every 300 feet or where there is an obstruction(s) that prevents seeing between the breaks/corners.
7. In or on paved areas, the same applicable information is to be spray painted, according to the color coding scheme above, near the PK nail in a neat and legible manner only **if the spray paint will fall on the existing/present R/W.**
DO NOT spray paint this information on private property. If necessary, set a lathe(s) at some reasonable offset distance from the PK and show the distance on the lathe (in addition to the required information listed above).
8. The DEPARTMENT will provide the following data/information related to this work:
 - a. Proposed construction plans for this project
 - b. R/W plans for this project
9. Upon completion of this R/W staking, the SERVICE PROVIDER is to submit a letter of completion to the DEPARTMENT certifying that the work has been completed in accordance with the Scope and Requirements Statement.

TITLE INVESTIGATION – Scope of Services

1. An original title investigation report on each parcel. The CONTRACTOR will be responsible for the completeness of the title information and be responsible for determining from the records the proper ownership of the right-of-way takings. The report will set out all recorded and/or known unrecorded transfers of ownership of property during a period of not less than five (5) years immediately preceding the date of investigation and two to three owner transfers to verify a good line of title and to record book and pages of the line of title, consideration if known, revenue stamps, and other pertinent information, date and sign each report. Each report to be submitted should be placed under the DEPARTMENT's **Title Investigation Report (R/W Form 6)** filled out in its entirety. The following documents should accompany the report: copies of the latest ownerships, easements, lien waivers, copies of County Assessors (property cards) records of mailing addresses and owners, etc.; and, if the project involves platted areas or areas within city limits, a recorded plat(s) and a certified copy of city maps. The Contractor shall research and verify all present right-of-way within the extents of the project. A set of as-built plans, survey sheets or plan sheets that are marked up depicting verified right-of-way with identifiers detailing book, page, and document type shall be submitted along with a verification letter detailing any areas of concern or that right-of-way is correct as depicted.

NOTE: If the title information indicates the owner is a BIA restricted Indian, or that the land is BIA restricted, a BIA Sketch@ is required, with an Application, in lieu of Warranty Deeds. All BIA sketches and applications shall be submitted two weeks advance of R/W submission date established in this contract to allow adequate time for Department's checking. Also, if an ownership belongs to the Commissioners of the Land Office, or the United States, a special sketch is required. Details may be found in the DEPARTMENT's Right-of-Way Specifications Manual and Associated Materials (2020). When Right-of-Way plans are prepared in metric; only English information will be required on Indian Sketches, Commissioners of the Land Office Sketches and USA Sketches. (See Attachment 1A – Scope of Services - 4)