

CRS MED/WAY 301-0.00/6.89
FPN# E220260
PID# 115230 State Job# 439659
Pre-Scope of Services Meeting _____
Approved Final Scope of Services Minutes _____

**DISTRICT THREE REAL ESTATE
Right of Way ACQUISITION (Prime) SERVICES
SCOPE OF SERVICES**

DESCRIPTION/LOCATION

- **Provide right of way acquisition services for approximately 90 parcels including agricultural, commercial, and residential for MED/WAY 301-0.00/6.89 PID 115230 including appraisal and title work in the PE Phase and acquisition and closing in the RW Phase. Appraisal review will be provided by others.**

SCOPE

- Services to be performed include:
 - Project management, title reports, negotiations, closings, appraisal services, appraisals for residential and agricultural properties in Medina and Wayne counties, RE-95's and RE-56's as needed.

ADDITIONAL SCOPE OF SERVICES NOTES

- **The Department's standard Scope of Services for Real Estate Services will be used.**
- **With this project, District Three intends to acquire property rights for shoulder widening to 8' to accommodate buggy traffic from WAY-301-06.89 (West Salem Rd) to MED-301-2.60 (US 224).**
- **Ability to meet an expedited delivery schedule.**
- **Must maintain adequate staff and/or subcontractor capacity in each right of way discipline to meet project schedule.**
- Each right of way acquisition firm shall submit a list of current staff, and/or proposed subconsultants, with their corresponding right of way pre-qualifications. Highlight the dedicated personnel for each acquisition function for this project.
- The final parcel count and estimates may vary depending on the right of way plans.
- Appraisal due dates and formats will be established at the appraisal scoping meeting based on complexity and project management needs.
- Project scope meeting will be scheduled within 30 days of consultant selection.
- Project right of way clearance date in Ellis (currently April 1, 2025).

**RIGHT OF WAY SERVICES SCOPE
TASK DIVISION SHEET # OF 3**

Project: MED/WAY 301-0.00/6.89

PID: 115230

Date

Contract No.

Comments:

- 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) Consultant shall be authorized to perform needed tasks on a job specific basis.

		<u>ODOT</u>	<u>Consultant</u>	<u>N/A</u>	<u>Comment</u>
1.	Project Management	X	X		Bethany Wallace /Brad Corder
2.	Project Manager	X	X		Consultant & REA/RSM
3.	Pre-Qualification	X	X		See below
4.	Project Mobilization Meeting	X	X		
5.	Project Time Line and Work plan	X			
6.	Intentionally Blank			X	
7.	Intentionally Blank			X	
8.	Plan Review	X			
9.	Compilation of Form RE 95		X		
10.	Pre-Acquisition Survey			X	
11.	Pre-Acquisition Report			X	
12.	Right of Way Cost Estimate	X		X	
13.	Preparation of Legal Instruments	X			
14.	Title Work			X	Separate contract
14a.	Abbreviated Title			X	
14b.	Full Title		X		
14c.	Title Update		X		
14d.	Title Updates for Appropriation		X		
15.	Appraisal		X		

15a.	Appraisal Upgrade		X		
15b.	Appropriation Appraisal Work		X		
16.	Appraisal Review (same firm cannot be scoped for appraisal and appraisal review on same project)			X	Separate Contract
17.	Acquisition (Negotiations)		X		All Offers IN-PERSON
17a.	W-9 and Vendor Information Form	X	X		
17b.	Salvage Value & Removal Agreement		X		
17c.	Mortgage Release		X		Separate pay item if necessary \$350/release
18.	Relocation Assistance			X	
19.	Relocation Reviews			X	Separate Contract
20.	Relocation Appeals			X	
21.	Asbestos Collection & Testing			X	Remediation Is Not Part Of This Contract
22.	Preparation of Individual Parcel Files	X	X		
23.	Administrative Settlement	X	X		Consultant up to \$1,000/parcel w/support.
24.	Appropriation Coordination	X	X		
25.	Billing Packages		X		
26.	Closing		X		
26a.	Closing for Structure Parcels			X	
27.	Property Management		X		Includes pulling utilities, etc.
28.	Project Status Reports	X	X		Monthly for meetings & as requested by E-mail
29.	Project Certification	X	X		
30.	Final File Disposition	X	X		
31.	Consultant Evaluation	X	X		Meeting to occur if requested
32.	Intentionally left blank			X	
33.	Quality Assurance Reviews	X	X		
34.	Project Meetings	X	X		Monthly Teams Conferences

Requirements for Acquisition

- All acquisition performed on behalf of ODOT must meet the requirements of the Uniform Act, 49 CFR Part 24, Chapter 163 of the Ohio Revised Code, and Section 5501:2-5-06 of the Ohio Administrative Code, the Real Estate Manual as promulgated by ODOT's Office of Real Estate, and any other applicable law, rule, regulation, et cetera.
- The Consultant/Negotiator's responsibilities include, but are not limited to, the following:
 - **Offers in-Person:** The Consultant must make all offers to all owners in person unless the District pre-approves the use of certified mailout offer on a per parcel basis for good cause (examples include out-of-State owner or Owner Requested).
 - **Utilize Most Current Forms:** The Consultant/Negotiator must download and utilize the most current forms from the Office of Real Estate website. For the purposes of this requirement, the "most current" shall mean those forms current as of the date of the work authorization or later. In no event shall forms be utilized that pre-date the work authorization unless otherwise agreed to in writing by the District.
 - **Do Not Amend or Alter Forms:** No form shall be amended or altered without prior approval from the District, if deemed necessary, guidance from the Ohio Attorney General's Office. If such guidance is deemed necessary, the District will initiate all communications with the Ohio Attorney General's office. Amending or altering any form without authorization may jeopardize the acquisition and appropriation processes.
 - **Pre-Negotiation Package Reviews:** District 3 staff can review packages prior to offers if Negotiator provides it electronically up to three days prior to making the offer. The goal of the review is to reduce correction requests upon billing submission by reviewing forms and documents prior to signatures.
 - **District 3 Must Be First Point of Contact:** The District must be the first point of contact to discuss any and all project-related issues. The District will initiate all communications with Central Office or the Attorney General's office regarding issues related to the project. The District will determine, at its sole discretion, whether or not to include the Consultant in those communications on a case-by-case basis.
 - **RE 60 and RE 60-1 Must Be Kept Up-To-Date:** The "RE 60 Negotiation Summary Report" and the "RE 60-1 Negotiator's Notes" must be kept up-to-date and filled out sufficiently to document compliance with ODOT acquisition procedures and thereby confirm compliance with the requirements of 49 CFR and Section 5501-2-5 of the Ohio Administrative Code, Ohio law and the procedures established in this Real Estate Manual. To ensure compliance with the Record Keeping provisions of 23 CFR 710.201(f), ODOT District 3 at any time may request any negotiator to provide his/her "RE 60 Negotiation Summary Report" and "RE 60-1 Negotiator's Notes" for review.
 - **All Offers Must Be Made Within Thirty (30) Days of FMVE Establishment:** All offers must be made within 30 days of the FMVE establishment date or sooner if the circumstances dictate. **ALL offers should be made in person**, unless the Consultant has received prior approval from the District.

- **Signed Contracts Must Be Submitted Within Ten (10) Business Days:** The Consultant / Negotiator must submit all signed contracts and accompanying billing packages to the District within ten (10) business days of the date of the signature(s) of the owner(s). This is so the District has sufficient time to review each billing package and execute the contract within contractual time frames.
- **Administrative Settlements:** For this project, the Consultant shall have authority to authorize administrative settlements up to \$1,000 per parcel without prior approval of the District, 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 a perceived need for an administrative settlement above \$1,000, the Consultant shall submit a written request to the District. The written request should document the logic and reasoning for the administrative settlement. The District will review the request. If approved, the District will grant authority for the administrative settlement in writing in advance of the Consultant concluding the negotiations. Once the administrative settlement is complete, the Consultant shall change any affected contract(s), warranty deed(s), and/or other instrument(s) to reflect the new amount.
- **Completion of Negotiations/Billing Packages:** All parcel negotiations must be completed, and billing packages submitted by **March 1, 2025**, unless otherwise agreed to in writing by the District Real Estate Administrator. This includes parcels to be appropriated. The Consultant must submit the PDF Electronic billing package (signed parcels, appropriations, or relocation assistance payments) to the District for review and processing. Billing package contents for any authorized acquisition parcels shall comply with the following:
 - Section 5200 of the ODOT Real Estate Manual.
 - Relocation Section 6000 of the ODOT Real Estate Manual. Special attention given to approvals that are needed from the District 3, REA and/or from the ODOT Central Office, Relocation Unit Manager.
 - Attachment “A” of the Scope Definitions for R/W Services (revised August 29, 2014).
 - District 3 Real Estate, Peer Review Billing Checklist-Signed and/or Peer Review Billing Checklist-Appropriated (available upon request)
- **Submission of W-9’s and Supplier Information Forms (SIF):** The Consultant needs to submit W-9s and SIF as soon as obtained from the property owner and prior to submitting the billing package. W-9’s and the SIF shall accompany a copy of the front page of the RE 46. Failure to do so will delay the processing of the billing package.
- **Delivery of Processed Warrants:** In the case of signed parcels, the warrant will be mailed to the consultant for closing unless other arrangements are made. The District will process all appropriation packages after receiving all necessary information from the Consultant.
- **Appropriation Letters:** When it is apparent that negotiations will not be successful, but prior to recommending the parcel be appropriated, the Consultant

shall request District approval for Consultant to send an Appropriation Letter to the owner.

- **Appropriation Files:** All appropriation files are to be delivered electronically in PDF format to the District within seven (7) days of the DREA's decision to appropriate and no later than **February 1, 2025**.

Completion of Parcel Closings

- All parcel closings must be completed and closing packages submitted electronically in PDF to the District by **March 1, 2025**, unless otherwise agreed to in writing by the District Real Estate Administrator.

Closings:

- Closing is the process of disbursing funds to the property owner, obtaining the instrument from the property owner, recording the instrument, paying the necessary pro-rated real estate tax, exempting the acquired property from real estate taxation, obtaining all necessary releases, and arranging the file in accordance with ODOT procedures. All closings shall be done in compliance with Sections 5600 and 5700 of the ODOT Real Estate Manual. All closing activities are the responsibility of the Consultant. Closing activities include, but are not limited to, the following:
 - 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. The initiation of the release process is the responsibility of the Consultant / Negotiator. The Closing Agent is responsible for reviewing the work of the Negotiator and assuring the completion of the release if not already obtained by the Negotiator.
 - All recording information shall be included in the Consultant's status report.
 - Deposit the pro-rated taxes with the required county office and obtain a receipt. ODOT forms RE 30-A & RE 31 will be completed and submitted to the County Auditor's office. Copies of the RE 30-A, RE 31, RE 44, RE 45, RE 57, recorded instrument and the tax paid receipt are to be submitted to the District Office. RE 30-A's are only prepared when ODOT acquires the fee simple estate in the name of ODOT. RE 30-A's are not prepared on parcels acquired in name of the LPA. See Section 5600 and 5700 of the ODOT Real Estate Manual. When a property is acquired in the name of a Local Public Agency, the original instrument along with copies of the RE 57, RE 44 & RE 45 and the tax paid receipts are sent to the Local Public Agency to file for exemption.
 - The Consultant / Closing agent shall monitor the property owner for compliance with any "RE 66 Agreement for Removal" and complete closing with the owner and secure receipt upon property owner's compliance with the agreement. ○ Title Updates are to be prepared for closing and are not a separate pay item.
 - After the completion of every closing, and within thirty (30) days of closing, the Consultant shall prepare and submit to the District the following in PDF Scans:
 - All correspondence relative to the closing of the parcel including, but not limited to the property owner and the mortgage/lien holders.

- Recorded instruments and releases. The District requires recording of all Temporary Easements.
 - Signed Closing and Settlement Statement (RE 44).
 - Warrant receipts for warrant payments and receipt for taxes/assessments.
 - Signed The Affidavit by Seller (RE 45).
 - A copy of the Title Update done just prior to closing.
 - The completed Auditor's estimate of prorated taxes and assessments (RE 57). Receipts for taxes and assessments from Auditor. The copies of the RE 30 or RE 31 that are date stamped by the County Auditor's Office. A copy of the Statement of Reason for Exemption From Real Property Conveyance Fee form, DTE 100(ex) date stamped by the County Auditor's Office. The Consultant will be responsible for paying the appropriate county for recording fees for all acquisition instruments. NOTE: If the Consultant wishes to be reimbursed by ODOT for actual recording fees, those fees must be part of the work authorization and specified in the Schedule of Work Authorized. Additionally, receipts for recording fees must be transmitted to the District along with invoices for Consultant Services.
- **Filing Tax Exemptions for Closed Parcels:** All RE 30 or RE 31 forms are to be filed with the county no later than date of instrument recordation [i.e., within one (1) business day of closing].
 - **Delivery of Closed Parcel Files:** All closed files must be delivered as PDF Scans to the District within thirty (30) days of closing and no later than **March 1, 2025**.
 - **Delivery of Certification of Right of Way Control Letter:** The Consultant must provide a "Certification of Right of Way Control Letter" to the District no later than **March 1, 2025**. This form is available from the Office of Real Estate website.

Submission of Invoices:

- The Consultant should only submit invoice(s) for authorized work that has been completed and then only at the authorized fee. The Consultant also agrees to exercise diligence in submitting invoices to avoid charging ODOT more than the agreed upon amount for authorized work. If applicable, Sub-Consultant Invoices must be included with any invoice(s) submitted to the District by the Consultant for authorized work completed on this project.

Additional Requirements:

- The Consultant will need to comply with the requirements contained in "The Office of Real Estate Scope Definitions for Right-of-Way Services (revised 08-29-2014)" which are an integral part of this work authorization.

Late Penalties:

- Due dates will be strictly adhered to and the penalty clauses of this contract will be enforced. The District REA has reserved extension authority. All requests for extensions will be done in writing to the RSM who will communicate them to the REA for approval. Be advised that extensions will only be granted under extenuating circumstances, such as plan deficiencies or changes.

Conflicts in Language:

- When a conflict or discrepancy exists between any due date(s) or other requirement(s) in this work authorization, the earlier date or the most stringent requirement shall apply. If the Consultant should notice any such conflict or discrepancy, the Consultant should contact the District immediately to discuss the matter so that delays in project delivery can be avoided.

**EXHIBIT “D” APPRAISAL & REVIEW
APPRAISAL SCOPE OF WORK****Parcel Specific Issues**

- Please refer to each parcel’s Appraisal Scoping Checklists for parcel specific issues.
Appraisal & Review Appraisal Reports:
- All appraisal & review work must be completed in conformance with the current requirements of the ODOT Office of Real Estate Policies and Procedures Manual. All appraisal forms and appraisal formats must be accessed from ODOT’s website to ensure the current forms and formats are utilized.
- The appraiser must utilize the Appraisal Scoping Checklist (ASC) in the Scope of Work. All items listed in each checklist should be discussed and addressed in the completed appraisal & review appraisal products, at a minimum, in addition to any other appropriate issues the appraiser & reviewer find necessary to produce a credible report.
- The appraiser must offer the fee owner, or the owner’s designated representative, the opportunity to accompany the appraiser during the appraiser’s inspection of the property when required by the ODOT Office of Real Estate Policies and Procedures Manual. It is ODOT policy that the appraiser shall make every reasonable effort to give the owner, or the owner’s designated representative, the opportunity to accompany the appraiser. If accompaniment from the fee owner, or the owner’s designated representative, is not attainable when required, the appraiser must notify the District RSM for further guidance *prior* to any report completion. ODOT recommends the use of Form RE 91 to be used as the contact letter.
- If the Scope of Work includes the appraiser completing any RE 95 form(s), said form(s) shall be completed in accordance with Section 5202.01 of ODOT’s Real Estate Manual entitled “The RE 95 Process” and any other applicable requirements. Additionally, the appraiser shall ensure any fee owner signs the RE 56 (Disclaimer form) disclaiming any interest in any tenant-owned improvement in the take area or affected by the take (e.g.,

damage to the residue due to a change in Highest & Best Use, et cetera). In the event that the appraiser is unable to obtain the necessary signature(s) on the RE 95 form, the appraiser shall notify the District RSM in writing and fully document all the steps taken in detail on the RE 95; this includes, but is not limited to, dates of calls/communications, contact names/companies/titles, contact telephone numbers/e-mail addresses, details of verbal or written communications, et cetera.

- The appraiser is to include support for the determined contributory value for any and all improvements within said take area. The appraiser shall note any improvement(s) within the proposed acquisition area that may be present on site but not shown on the proposed ODOT R/W plan and appropriately compensate for said item(s).
- A minor “cost to cure” may be utilized in a Value Analysis, RE 90 Value Finding, or a Limited Right-of-Way Appraisal Report. In these situations, there can be no severance damages to the residue property as a result of the taking. Use of the Value Analysis, RE 90 Value Finding, or a Limited Right-of-Way Appraisal Report is not appropriate if damages to the residue are questionable. Any such minor cost to cure item(s) is/are part of the \$10,000 limit for a Value Analysis and the \$65,000 limit for a Value Finding.
- Complex valuation issues require the use of ODOT’s detailed appraisal format being the RE 25-17 Right-of-Way Appraisal Report. There are no limits on uncured severance damages, costs to cure or compensation when the RE 25-17 Right-of-Way Appraisal Report is used. However, any cost to cure can only be used if the cost to cure mitigates damages; it is not available in addition to other damages.
- When utilizing any consultant report(s), the appraiser and reviewer must review any such report(s) and adopt them only if reasonable, adequately documented, and supported. The appraiser and reviewer must not rely upon or utilize any consultant report that would affect the credibility of the appraisal report.
- The results of secondary valuation reports, such as mineral, fixture, or timber valuations, cannot simply be added to the value of the land to arrive at a value of the property as a whole without proper analysis by the appraiser. To do so is a violation of the unit rule and professional standards. The appraiser must consider these components of the property in light of how they contribute to the market value of the property as a whole.
- When the acquisition takes the entire property (leaving no residue), the appraiser may use the “Before the Taking Valuation” section of the RE 25-17 Right-of-Way Appraisal Report. This part of the appraisal analyzes the larger property before the take. The second half of the appraisal does not need to be completed as there is no residue property to analyze.
- The appraiser and/or the reviewer are to notify the District immediately upon discovery that the value estimate will be \$500,000 or greater. This is due to the requirement that any FMVE established by ODOT that is \$500,000 or greater requires a second appraisal review.
- The review appraiser must ensure that these directives, and any other issues needed to produce credible assignment results, are addressed in each and every valuation/appraisal report.

Appraisal Submission:

- Upon appraisal report completion, the appraiser will send one (1) copy of the complete appraisal report directly to the reviewer in an electronic PDF format or other format as may be requested by the reviewer. The appraiser must notify the District RSM of this transmittal; this notification can be accomplished by forwarding a copy of the e-mail transmission sent to the reviewer. The appraiser **should not** forward a copy of the appraisal report to the District until after it has been approved and accepted by the reviewer.
- The reviewer should notify the District RSM of the date of receipt of the appraisal report if the appraiser fails to do so in timely manner.
- The reviewer will perform the following duties:
 - Review the appraisal in compliance with ODOT appraisal policies and procedures, Appraisal Scoping Checklist (ASC), Scope of Work requirements, et cetera,
 - Request any necessary revisions to the appraisal directly from the appraiser, and ○ Upon approval and acceptance of the appraisal, the reviewer will complete and deliver the review appraisal documents to the District RSM on or before the due date specified in the work authorization.
- The appraiser must complete any needed revisions in a timely manner so specified due date(s) is(are) not adversely affected,
- Upon approval and acceptance of the final appraisal report, the reviewer will immediately notify the appraiser.
- Once reviewed and approved the reviewer will then transmit all completed review documents, along with the appraisal report to the District RSM, on or before the due date specified in the work authorization.

Appraisal Log:

- The appraiser & reviewer are not required to keep a formal log, but they are both expected to maintain accurate records regarding dates of appraisal submission and receipt between each other, dates of any appraisal revision requests, dates any requested appraisal revisions received, dates of appraisal review completion, and dates of appraisal and review submission to the District.

Other Requirements of Appraiser:

- The appraiser & reviewer are to immediately notify the District RSM if they are unable to submit appraisal reports or requested revisions in a timely manner within the authorized due dates.