

PROPOSED STATEMENT OF SERVICES Appendix B

AKSAS Project No: 63213
Federal Project No: STP-RS-M-0617(3)
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RFP NO. 025-9-1-040 UNIVERSITY AVE. REHAB & WIDENING: APPRAISAL, ACQUISITION, & RELOCATION SERVICES

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B1. Definitions.

The following definitions are in addition to those found in Article A1 of Appendix A, General Conditions.

B1.1 "DEPARTMENT" or "AKDOT&PF" means the Northern Region Alaska Department of Transportation and Public Facilities, Division of Preconstruction Services, Right-of-Way Section.

B1.2 "Contracting Agency" means the Northern Region Alaska Department of Transportation and Public Facilities, Division of Preconstruction Services, Right-of-Way Section.

B1.3 "Contract Manager" means the agent with the DEPARTMENT administering the contract.

B1.4 "Right of Way Project Agent" means the Point of Contact at the DEPARTMENT assigned at the beginning of the contract. There will be a Right of Way Project Agent for

Appraisals and there will be a Right of Way Project Agent for Acquisitions & Relocations.

B1.5 "FHWA" means the Federal Highway Administration.

B1.6 "PSA" means Professional Services Agreement.

B1.7 "Appraiser" means a certified fee appraiser licensed by the State of Alaska.

B1.8 "Appraisal Guidelines" means the edition of Chapter 4 of the DOT/PF Right of Way Manual in effect on the effective date of this agreement.

B1.9 "Appraisal services" means the preparation of the appraisal report(s) in a manner that complies with the Appraisal Guidelines and also includes the act of attending the right of way plans inspection, inspecting the property (including the interior of any improvements) and the comparable sales referenced in the valuation, gathering supportive valuation data, analyzing the data, drawing value conclusions, timely submission of required reports and corrections or revisions thereto (if any), and performing all other duties and obligations required in this Agreement.

B1.10 "Clean-copies" means an appraisal report(s) which has been modified by the Appraiser to reflect all correction of mathematical, grammar, spelling, typographical errors that may have been contained in the original report(s) submitted.

B1.11 “Contractor” means the firm providing services

B1.12 “Project Staff” means employees or subcontractors of the Contractor that are specifically assigned to perform the services identified in this PSA.

B2 Codes, Regulations, Standards, & Procedures.

Professional right of way appraisal, acquisition, and relocation services shall be performed in accordance with applicable codes, regulations, standards and procedures of professional practice, recognized methods, and in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended" (Public Law 100-17, 49 CFR Part 24, Alaska Statutes 34.60.010-150, Uniform Standards of Appraisal Practice, and the policies and procedures as contained in the AKDOT&PF Right of Way Manual (utilizing the forms and/or format set out therein or otherwise provided by the Right of Way Project Agent). It is agreed that all appraisal work under this Agreement, other than clerical support, is to be personally performed by the signatory of the appraisal reports. The appraisal analysis and conclusions shall be performed solely by the Contractor. The Contractor shall not modify any of the provided forms without prior approval from the DEPARTMENT.

B2.1 Codes, Regulations, Standards & Procedures may be revised. The Contractor shall be informed of any such revision in a timely manner.

B3. Project Locations and Parcel Descriptions.

B3.1 University Avenue Rehabilitation and Widening

University Avenue Rehabilitation and Widening Project is a highway improvement project that will upgrade University Avenue from its

intersection with the Mitchell Expressway to College Road in Fairbanks, Alaska.

B3.2 Parcels to be Appraised, Acquired, and Relocated.

There are two parcels.

Parcels located at:

- 1. 875 University Avenue
- 2. 851 University Avenue

These parcels are to be Appraised, Acquired and Relocated. The improvement at 875 University Avenue is a residential duplex dwelling. The improvements at 851 University Avenue are a residential dwelling with a converted garage made into a dance studio/business. The improvements and land will be appraised and acquired in fee simple interest.

B4. Administrative Requirements.

Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to be accomplished for the requirements of Articles B2 through B10.

B4.1 General. The Contractor shall provide sufficient professional staff and facilities to complete the type(s) of services identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

B4.2 Project Staff. At a minimum, project staff shall include one (1) Project Manager, One (1) Senior level Right of Way Acquisition and One (1) Senior level Relocation agent, and (1) Certified Licensed Appraiser. All services must be performed by or under the direct supervision of the following individuals:

Name	Project Responsibilities

The Contractor shall ensure that all project staff has secured any and all professional

licenses required by the State of Alaska to conduct real estate transactions. No changes shall be made to the project staff without the prior written approval of the DEPARTMENT. Administrative support staff is not subject to prior written approval.

B4.3 Invoice Reports. The Contractor shall provide a detailed status report with each monthly invoice. The report shall specify the service(s) or item(s) being invoiced. Any unpaid amounts from previous invoice periods that may be included in the most current invoice must be identified in the report.

B4.4 Correspondence. All correspondence and documents prepared by the Contractor shall bear the DEPARTMENT's assigned project name, state and federal project numbers, and applicable parcel number(s). Transmittal envelopes shall be marked to identify the Project, The DEPARTMENT's Right of Way Project Agent, and the Contractor.

B4.5 Revisions. The Contractor shall modify work products or services at the direction of the DEPARTMENT. Corrections, adjustments, or modifications required by the parcel review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services. Work products with significant errors or omissions will not be accepted until corrected.

B4.6 Reproduction and Distribution. The Contractor will provide the original and copies of documents or files for distribution as required.

B4.7 Completion Documentation. All original documents, both electronic and hard copies, prepared by the Contractor shall be submitted with the final transmittal for payment of parcel acquisitions. This includes materials created to develop, record, or justify services provided for the project. The Contractor shall maintain the documents and files until

completion of this agreement. All documents and correspondence pertaining to individual acquisition or relocation files shall be submitted to the DEPARTMENT at the time of transmittal for approval and payment.

B4.8 Confidentiality. No member of the Contractor's firm shall divulge any information or data pertinent to any appraisal, acquisition, or relocation to anyone other than the affected owner/lessee, Right of Way Project Agent, Right of Way Project Manager, State Appraisal Review Section, or State Department of Law. If other appraisers are assigned to appraise the same parcel(s), no discussion or exchange of information shall occur between the Contractor, their agents, or employees who may disclose, or tend to reveal, either appraiser's conclusions or values. The Right of Way Project Agent must approve the release of any project-related information to any individual, group or others.

B4.9 Documents and Reports. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying.

B4.10 Contractor Name on Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Documents produced for or submitted to the DEPARTMENT shall include the Contractor's company name on the first page, cover sheet, or title sheet only.

B5. Summary of Contract Services.

B5.1 General. The Contractor shall provide right of way services according to this Statement of Services and as itemized in the price proposal.

B5.2 Guarantee. No guarantee is given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated in Appendix C. Likewise, no guarantee is given that the Contractor will

perform other services for the project beyond those defined in this contract.

B5.3 Communication. The Contractor must have Internet, e-mail, and FTP capabilities. Additionally, the Contractor must have computer compatibility with Microsoft Office 2000, (Word and Excel). It is the Contractor's responsibility to ensure all electronic files are compatible with the DEPARTMENT's computer software. Contractor may maintain computers and office equipment at a place of business in Fairbanks, Alaska.

B5.4 Title Reports. The DEPARTMENT will provide all necessary title reports to the Contractor. It is the policy of the DEPARTMENT to provide title reports during the appraisal stage. If additional information, new, or updated title reports are required, the Contractor shall notify the Right of Way Project Agent.

B5.5 Appraisal Reports. The Contractor's appraiser will provide narrative appraisal reports for review and approval to the DEPARTMENT.

B5.6 Project Oversight Meeting. Prior to beginning acquisition and relocation services, the Contractor and DEPARTMENT shall conduct a partnering/organizational meeting with the Contractor, sub-contractors and the DEPARTMENT personnel either in person or by telecom. The duration, location, and agenda of the meeting shall be agreed upon with the Right of Way Project Agent and the Contractor. The Contractor shall review all of the services required, the detailed project schedule, the format of deliverables, the content of file transmittals, deliverable deadlines, and ensure all members of the team understand their roles and lines of responsibility.

B6. Management.

Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to

be accomplished for the requirements of Articles B2 through B7.

B6.1 Performance Schedule. The DEPARTMENT establishes a completion schedule for the services described in this PSA. This schedule is to be used to track Contractor progress and invoices. The parcels are to be acquired and relocated six months from the date of NTP. The Contractor is not responsible for delays created by circumstances beyond their control (i.e. delay of deliverables from the DEPARTMENT.) The Contractor shall notify the DEPARTMENT as soon as they are aware of any delays.

B6.2 Schedule changes. Adherence to the project schedule is necessary to meet the DEPARTMENT's long-term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates. The Contractor shall make all required notifications in a timely manner consistent with the requirements set out in the AKDOT&PF Right of Way Manual. The current right of Way manual is available on-line at: www.dot.state.ak.us/stwddes/dcsrow/resources.shtml# Periodic status reports shall be submitted by the Contractor in an agreed-upon format. The Chief Right of Way Agent must approve any and all deviations from the established schedule.

B6.3 Meetings. The Contractor shall be available to attend periodic briefing meetings with the Right of Way Project Agent and DEPARTMENT either in person or by telecom. The Contractor shall be responsible for providing timely information required for the project related services performed by functional groups within the DEPARTMENT.

B6.4 Project Office and Miscellaneous Equipment. The Contractor may establish and maintain a project office or place of business in Fairbanks, Alaska.

Computer equipment, copy machines, fax machines, telephones, copy materials, and office supplies shall be considered a normal cost of business and the responsibility of the Contractor, excluding any materials that are to be furnished by the DEPARTMENT as a part of the contract (i.e. DEPARTMENT letterhead).

B6.5 Project Coordination. All coordination and correspondence for the project shall be handled through or with the concurrence of the DEPARTMENT.

B6.6 DEPARTMENT Activities. The DEPARTMENT's Right of Way Project Agent will coordinate the Contractor's activities with the functional groups within the Agency.

B7 Appraisal Scope of Work.

The Appraiser shall provide professional appraisal services for complete and full narrative appraisal reports prepared in accordance with recognized appraisal principles applicable to state and federal regulations. The appraiser shall prepare full narrative appraisal reports for the parcels located at 875 University Avenue and 851 University Avenue Appraisal reports shall conform to the requirements of the Appraisal Guidelines in Chapter 4 of the Alaska Right of Way Manual.

The Appraiser shall personally inspect the property, including the interior and exterior of any and all affected improvements on the date of appraisal, (with the exception of condemnation appraisals, in which case the appraiser must fully disclose the extent of any inspection(s) performed). At the inspection, the Appraiser is required to meet on site with the individual property owner(s). The Contractor's Relocation Agent will also be at the inspection. The appraiser will identify and compose a list of what is realty and what is personalty. The items as listed will be agreed upon with a signature by the Appraiser, property owner(s) and Relocation Agent.

B7.1 Number of Reports and Processing. The Appraiser shall email an electronic version

of the original signed Appraisal Report for each parcel listed in the Price Proposal Form and the Project/Market Data Book to the assigned Review Appraiser at DOT/PF's Appraisal Review Section; and, deliver one photocopy of each appraisal report for the parcels listed in the Price Proposal Form and one photocopy of the Project / Market Data Book to DOT/PF's Regional Right of Way Section.

B7.2 Report(s) Due Date. Reports shall be delivered for review no later than 60 days from the date of the NTP unless the Contractor receives written approval from the Project Agent extending the due date(s).

B7.3 Approved Reports. Upon completion of the Appraisal Review process, the Contractor shall provide three (3) "clean copies" of each approved Appraisal Report and the Project/Market Data Book to DOT/PF's Regional Right of Way Section in addition to an electronic version (.pdf) of each. One (1) additional copy of each approved report will be provided for cases in condemnation.

B7.4 Multi-Parcel Assignments. Appraisal reports for multi-parcel assignments shall be assembled in parcel number order with each report page numbered consecutively.

B7.5 Confidentiality. No member of the Contractor or Appraiser's firm shall divulge any information or data pertinent to any appraisal prepared under this Agreement to anyone other than the DEPARTMENT's Project Agent, Appraisal Review Section, FHWA or FAA (as applicable), DOT/PF Right of Way Management or the Alaska Department of Law. If other appraisers are assigned by the DEPARTMENT to appraise the same parcel(s), no discussion or other exchange of information shall occur between the appraisers, their agents, or their employees which may disclose or tend to reveal either appraiser's conclusions or values.

B7.6 Unusual Issues. Should the Appraiser be confronted with unusual situations or problems, including but not limited to, legal

questions or complex valuation issues, the matter(s) shall be referred to the DEPARTMENT's Project Agent for resolution. If necessary, the DEPARTMENT will furnish special instructions or a legal opinion for the contractor's guidance which shall become a part of the subject appraisal. Under no circumstances shall the Appraiser seek or rely upon legal counsel or opinions other than that provided by the DEPARTMENT.

B7.7 Proofreading. The Appraiser shall prepare the report(s), which to the greatest extent possible, is free of mathematical, grammar, spelling and typographical errors. The Appraiser is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B7.8 Report Corrections. The Appraiser shall make all corrections to the appraisal reports required by the DEPARTMENT during the contract period. Corrections or deficiencies resulting from the appraiser's errors or omissions that are required to bring the reports into compliance with the Appraisal Guidelines shall be provided to the DEPARTMENT at no additional cost to the DEPARTMENT within ten (10) days following the Appraiser's receipt of the request. Corrections or revisions shall be performed in accordance with Appraisal Guidelines § 4.13.

B7.9 Site History. A physical and site history shall be prepared for each parcel and included in each appraisal report. Any indications of potential contamination must be noted by the Appraiser and included in each appraisal report.

B7.10 Prior Written Approval. Any modification to the DEPARTMENT parcelization, or any change of area in the part taken must have prior written approval from the DEPARTMENT. In the event the ownership of the property is found to be different than that indicated in the Agency's title report the Contractor shall advise the DEPARTMENT immediately in writing.

B7.11 Appraiser Certification. The Appraiser certifies that: (1) the Appraiser has the qualifications, training and experience to prepare and furnish the DEPARTMENT the appraisal services required by this Agreement, (2) the Appraiser is currently Certified under Alaska law as a Real Estate Appraiser, (3) the Appraiser's estimate(s) of value will take into consideration all applicable federal, state and local regulations, codes, and laws, and (4) all work product shall be prepared in strict accordance with the requirements under this Agreement and the DEPARTMENT's Appraisal Guidelines.

B7.12 Appraiser Responsibility. The Appraiser assumes personal responsibility for the completeness, accuracy and applicability of appraisal information, sales, and other data presented in the appraisal report.

B7.13 Discrepancy in Plans. The Appraiser is to inform the Project Agent by letter if inspection of the property reveals any improvements not identified in the Statement of Services.

B7.14 Date of Valuation. Except for updated appraisal reports prepared for condemnation proceedings at the request of the DEPARTMENT, the date of valuation as specified in the "Certificate of Appraiser" shall be the date of last inspection, and shall not be more than thirty (30) days prior to the date of signature on the Certificate. Updated appraisals for condemnation proceedings shall be prepared as of the date of taking as determined by statute or decision of the court.

B7.15 Appraiser's Signature Date. The date of Appraiser's signature on the appraisal report(s) shall be less than thirty (30) days prior to the date of receipt of the appraisal report(s) by the DEPARTMENT.

B8 Acquisition Scope of Work. Acquisitions shall conform to the requirements of the Acquisition guidelines in Chapter 6 of the AKDOT&PF Right of Way Manual. The acquisition services to be provided are for parcels located at 875 University Avenue and

851 University Avenue. The Contractor shall acquire all the fee simple interest of proposed parcels within six months from the NTP unless the Contractor receives written approval from the Project Agent extending the due date(s).

Prior to commencement of acquisition and relocation, the Contractor shall submit to the DEPARTMENT an acquisition stage relocation plan detailing the services to be provided to each relocatee and a proposed time schedule. The Contractor shall not implement the plan until approval is received from the DEPARTMENT.

In addition, the Contractor shall be required to periodically submit an inventory detailing improvements within the existing or proposed right of way. The project is subject to design changes, which may add, modify or delete parcels, and/or modify the project schedule.

B8.1 Right of Entry Authorizations. The Contractor shall obtain right-of-entry authorizations as directed by the Right of Way Project Agent.

B8.2 Acquisition Procedures and Just Compensation. The Contractor shall conduct all property acquisitions in accordance with Chapter 6 of the AKDOT&PF Right of Way Manual. The Contractor shall commence the acquisition process based upon the approved Determination of Just Compensation established by the DEPARTMENT, (or the approved Waiver Valuation,) the non-compensable temporary construction permits, and the Right of Way plans.

For property to be acquired by donation, the Contractor shall document written notification to the owner regarding their right to receive just compensation and appraisal.

The Contractor shall contact all landowners in writing informing them of the DEPARTMENT's intention to acquire their property. The Contractor shall deliver the DEPARTMENT's

acquisition and/or relocation brochures to the affected property owners and occupants.

The Contractor shall keep a current diary using the Records of Contact (ROC) or similar form for each property owner, tenant, and/or relocatee. Questions of ethnicity and gender should be obtained during the first contact. Entries into the ROC should include a recitation of facts as explained in Chapter 6 of the AKDOT&PF Right of Way Manual.

B8.3 Unusual Issues. Should the Contractor be confronted with unusual situations or problems, including, but not limited to, legal questions or complex valuation issues, the matter(s) shall be referred to the Right of Way Project Agent. If necessary, the DEPARTMENT will furnish special instructions or a legal opinion for the Contractor's guidance, which shall become a part of this agreement. Under no circumstances shall the Contractor seek or rely upon legal council or opinions other than that provided or authorized by the DEPARTMENT.

B8.4 Prior Written Approval. Any modification to parcelization or any change in the "part taken" must have prior written approval from the DEPARTMENT. In the event the ownership of a property is found to be different than that indicated in the corresponding title report, the Contractor shall advise the DEPARTMENT in writing.

B8.5 Counter Proposals. If negotiations for the amount of the approved Determination of Just Compensation are unsuccessful, an administrative settlement may be considered. If the Contractor receives a counter proposal from the property owner that is reasonable, prudent, and in the best public interest, the Contractor shall submit the counter offer to the Right of Way Project Agent for consideration. If the Right of Way Project Agent concurs, the Contractor shall prepare a recommendation for administrative settlement in accordance with Chapter 6 of the AKDOT&PF Right of Way Manual.

B8.6 Negotiated Acquisition. Once a negotiated acquisition is complete, the Contractor shall prepare an acquisition transmittal package containing the documents referenced in Section 6.9.3 of the AKDOT&PF Right of Way Manual, closing instructions, and any other documents required by the Right of Way Project Agent. The acquisition package shall be submitted to the DEPARTMENT for approval.

B8.7 Closings. The Contractor shall close the acquisition parcels, as directed by the DEPARTMENT. Closing activities include, but are not limited to: escrow services, obtaining release and consent documents necessary to clear title to the subject property, preparation of all closing documents, and calculation of final settlement amounts. The Contractor shall arrange for the proration of real estate taxes, the collection of prorated real estate taxes at the closing, assist in recording title documents, and issue the Internal Revenue Service (IRS) required Form 1099-S to the property owner and the IRS in accordance with Federal Law. All original closing documents, settlement statements, and a copy of the 1099-S information shall be transmitted to the Right of Way Project Agent for review and approval prior to payment processing.

The Contractor shall record documents. The Contractor shall deliver settlement funds for the DEPARTMENT. Costs of closing or incidental services provided by the Contractor are reimbursable under this contract.

B8.8 Recommendation for Condemnation. In the event of an impasse in negotiations, the Contractor shall notify the Right of Way Project Agent and provide a Recommendation for Condemnation with appropriate supporting documentation as required in Chapter 6 of the AKDOT&PF Right of Way Manual. Once the Recommendation for Condemnation is approved and the condemnation package is transmitted to the Attorney General's Office for filing, the Contractor's obligation under this

contract is complete. However, the Contractor shall perform litigation related services as required and shall provide testimony as to good faith negotiations. Compensation for testimony and litigation related services will be negotiated separately based on the hourly rates submitted on the price proposal form and may be added by amendment to this contract.

B8.9 File Maintenance. The Contractor shall maintain a copy of all documents, forms and materials generated under the provisions of this agreement. Original signed documents and all electronic and hard copies of correspondence pertaining to an acquisition shall be submitted to the Right of Way Project Agent as an acquisition transmittal package when requesting payment warrants.

The Contractor shall perform a quality assurance review on all parcel files prior to transmittal for payment in order to assure that all files contain the proper and correct documentation.

The Contractor shall maintain copies of all transmitted documents as part of their records for 5 years. The Contractor shall allow the DEPARTMENT access to all files upon written or verbal notice of the Right of Way Project Agent.

B9 Relocation Scope of Work. All relocation services shall be performed in accordance with the codes, regulations and requirements set forth in Section B2. The two parcels located at 875 University Avenue. and 851 University Avenue. will require relocation services.

All Relocation Determinations shall be prepared by the Contractor. The agent who establishes the estimate of value of a moving, replacement housing, or business relocation benefit shall not negotiate for the parcel acquisition nor deliver the payments to the displaced person(s).

The Contractor shall submit all relocation eligibility benefits to the Right of Way Project

Agent for review and approval by the Chief Right of Way Agent. The Contractor shall make no presentation of relocation benefits prior to approval of the benefits. If additional relocation needs are identified by the Contractor that are not included in the Price Proposal Form, the Contractor will notify the Right of Way Project Agent immediately.

B9.1 Relocation Procedures for Residential and Business Properties. The Contractor shall interview the relocatee, provide DEPARTMENT relocation brochures, personally explain the relocation program, and provide relocation services according to the procedures in Chapter 7 of the AKDOT&PF Right of Way Manual.

B9.2 Residential Relocation Market Search. The Contractor shall maintain a current Record of Contact detailing discussions and activities for each relocation. The Contractor shall conduct a search for replacement comparable housing for each residential relocatee and shall make a housing/rent supplement determination using a minimum of three (3) available comparable dwellings. The relocation determinations shall be submitted in accordance with Chapter 7 of the AKDOT&PF Right of Way Manual and shall include, at a minimum, discussion of the following items:

- comparable floor plan and square footage
- finished and unfinished areas
- comparable lot size
- comparable age, type of construction, and condition of comparable
- type of neighborhood
- other comparable features

B9.3 Decent, Safe, and Sanitary. The Contractor shall inspect any and all replacement dwellings and ensure that they are decent, safe, and sanitary (DSS) as defined in Chapter 12 of the AKDOT&PF Right of Way Manual.

B9.4 Relocation Claims. The Contractor shall prepare relocation reimbursement claims based upon previously approved determination of benefits by the DEPARTMENT. Additional direction may be given by the DEPARTMENT.

B9.5 Personal Property Inventory. The Contractor, in conjunction with the relocatee, shall jointly prepare inventories on business properties, identifying personal property items owned by the relocatee. The inventory shall be signed by the subject relocatee and the Contractor, and shall be submitted to the Right of Way Project Agent for review and/or approval prior to obtaining moving cost bids.

B9.6 Moving Costs. In most cases, the Contractor shall obtain at least two bids from licensed commercial moving companies for the relocation of personal property, as set out in Chapter 7 of the AKDOT&PF Right of Way Manual. If a self-move, a moving cost determination based on the lower bid will be submitted with a completed Self-Move Agreement and Claim Form to the Right of Way Project Agent for review and approval. Uncomplicated moves under \$2,500 may be approved by use of a single bid or an Agent's Estimate approved by the Chief Right of Way Agent. Upon approval of the moving cost reimbursement and after verification of the move, the Contractor shall obtain claim form signatures and return the forms, along with all required documentation, for warrant request.

B9.7 Warrant Delivery. Warrants may be delivered to the owner, tenant, or relocatee by any Contractor personnel except those who calculated, estimated and/or signed a relocation determination for which the warrant is being delivered.

B9.8 Non-settlement. In the event of non-settlement relating to relocation benefits, Contractor personnel shall provide litigation services by assisting the Right of Way Project Agent and the DEPARTMENT's legal counsel, as required, during appeal or in preparation for board hearings or subsequent court

proceedings. Compensation for testimony and litigation related services will be negotiated separately based on the hourly rates submitted on the price proposal form and may be added by amendment to this contract.

B10. Property Management Scope of Work.

The Contractor shall provide the DEPARTMENT a post-acquisition property summary and inventory of all acquired property including any parcels being acquired through condemnation.(Form 25A-R688)

The summary shall include all improvements and underground facilities such as underground storage tanks, wells, and septic systems located within the existing or acquired right of way. The disposition of any property improvements must be clearly detailed within the purchase agreement and final disposition form.

B10.1 Property Management. The Contractor shall complete and submit to the DEPARTMENT the Notice to Property Management Form 25A-R608. The DEPARTMENT will manage improvements within the right of way. The DEPARTMENT will perform all property leasing and clearing of the right of way.

END