

APPENDIX "A"SERVICES BY CONSULTANTA. RIGHT-OF-WAY ENGINEERING

The CONSULTANT shall provide right-of-way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation (INDOT) Division of Land Acquisition Right-of-Way Engineering Procedures Manual including but not limited to the following:

1. Prepare and provide one mylar and _____ copies of the final right-of-way plans.
2. Provide a documented twenty (20) year title search prepared by a professional abstractor for each parcel with a fair market value of \$5,000.00 or more. At the time each such parcel is acquired, the title search shall be updated and one of the following documents issued:
 - a. An examination of the abstract and opinion of title by an attorney,
or
 - b. A Guaranty of Title or Title Insurance in the amount of \$5,000.00
For parcels with a fair market value of less than \$5,000.00 and for temporary R/W, verify the last deed of record or provide a minimal title search prepared by a title company.

3. Provide metes and bounds legal descriptions and transfer documents for each parcel. The descriptions shall be prepared and certified by an Indiana registered land surveyor.
4. Provide individual plats for each parcel. Each plat shall be certified by an Indiana registered land surveyor and include the following:
 - a. Total area before taking;
 - b. Area of existing right-of-way; and
 - c. Areas of all residue.
5. Provide separate folders for each parcel containing information obtained from A.1 through A.4 of this Appendix.
6. Complete the Parcel Listing Summary Sheet in final right-of-way plans.
7. Provide in the field a stake-out locating the new right-of-way line (including temporary and permanent right-of-way) for the partial takings included in all parcels. The stake-out shall be made using wooden hubs located at changes in bearing and other points necessary to show the location of the proposed right-of-way takings.

B. APPRAISAL PROBLEM ANALYSIS

The CONSULTANT shall provide an Appraisal Problem Analysis prepared by an appraiser as approved by INDOT as follows:

1. Examine the R/W plans and determine the extent of the taking;
2. Perform an on-site inspection of each parcel requiring R/W acquisition;
3. Determine the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March 2, 1989).
4. Complete an Appraisal Problem Analysis form for each parcel to be acquired;

5. Prepare a summary sheet setting out:

Parcel Number

Name of Owner

Size of Property

Amount of R/W to be acquired

Types of R/W to be acquired

Recommended Appraisal form

6. Transmit two copies of the completed report to the appropriate LPA official for submission to INDOT for review.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY (LPA) shall furnish the CONSULTANT with the following:

1. Sufficient quantities of all pertinent forms.
2. Mylar reproductions of the approved design plans.
3. Access to (or make all provisions for the CONSULTANT to enter upon) public and private lands as required for the CONSULTANT to perform the work under this agreement.
4. Review and approval of all completed transfer documents by an attorney (their own or fee attorney.)
5. Copies of the design or location-design study reports.
6. Copies of the environmental studies and/or approvals.

APPENDIX "C"SCHEDULE

All work by the CONSULTANT under this agreement except Section D below shall be completed and delivered to the LOCAL PUBLIC AGENCY no later than _____ calendar days after notification to proceed from the Local Public Agency, exclusive of Local Public Agency's review time.

For the purpose of contract control the work will be submitted by the CONSULTANT to the Local Public Agency for review and approval within the following approximate time periods:

- A. Final Right-of-Way Plans, title search, legal descriptions, transfer documents and land plats for each parcel within ____ calendar days after receipt from the LOCAL PUBLIC AGENCY of notice to proceed.
- B. Right-of-Way stake-out within ____ calendar days after receipt from the LOCAL PUBLIC AGENCY of approval of the final right-of-way plans and notification to proceed with the stake-out.
- C. Appraisal Problem Analysis report within ____ calendar days after right-of-way engineering is complete.
- D. Title Search updating and issuance of title work to be at the time of each parcel acquisition.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a total fee not to exceed \$ _____, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT shall receive as payment for the work performed under this Agreement based on the specific cost per unit multiplied by the actual units of work performed.

| | <u>QUANTITY</u> | | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---|-----------------|---|-------------------|--------------|
| a. Final Right-of-Way Plans | _____ Lsum | @ | \$ _____ | _____ |
| b. Title Work (specify), including Updates | _____ parcels | @ | \$ _____ | _____ |
| c. Legal Descriptions | _____ each | @ | \$ _____ | _____ |
| d. Transfer Documents | _____ parcels | @ | \$ _____ | _____ |
| e. Land Plats | _____ parcels | @ | \$ _____ | _____ |
| f. Appraisal Problem Analysis | _____ parcels | @ | \$ _____ | _____ |
| g. Right-of-Way Stake-Out | _____ parcels | @ | \$ _____ | _____ |
| TOTAL | | | | \$ _____ |

The amount of \$ _____, determined above is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$ _____ without approval of the Local Public Agency and the Indiana Department of Transportation.

B. METHOD OF PAYMENT

1. The CONSULTANT shall submit invoices to the Local Public Agency not more often than once per month during the progress of the work, for payment on account for the work completed.
2. For work performed under Section A.1 of Appendix A the Local Public Agency agrees to pay the CONSULTANT for rendering such services the percentage of the work completed.
3. For work performed under the applicable Sections A.2 through A.7 and Section B of Appendix A and upon completion of the respective work and its acceptance by the Local Public Agency, the Local Public Agency agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per parcel fee.
4. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fees shall be adjusted in accordance with item 12 (changes in work) of General Provisions, set out in the Agreement.