



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 14, 2012

ADDENDUM #1

Re: Interchange at SR 222 (Exit 42) Fayette County

Project # IM-40-1(328), 24001-0147-44, (PIN): 114219.00

CONTRACT NO. DB1201

To Whom It May Concern:

This addendum revises the RFP Contract Book 3 (Project Specific Information). This addendum is to replace the whole ROW scope of work. The only major change was adding Fidelity Bond at the end of the scope; however, the Design Builder shall investigate any other changes made to the scope. Be aware that some headings have been added, and some of the language has been reordered with additional sentences.

You must acknowledge this addendum by completing the Addendum Letter Acknowledgement form C found in RFP Contract Book 3(Design-Build Contract) and in RFP Contract Book 2 (Design-Build Contract) on the Technical Proposal Signature Page (Form TPSP) within your Technical Proposal. It is the bidder's responsibility to notify all affected manufacturers, suppliers and subcontractors of this change.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Havel".

Construction Division

6. RIGHT OF WAY SCOPE OF WORK

The Design-Builder, acting as an agent on behalf of the State of Tennessee Department of Transportation, shall provide right-of-way acquisition services for the Project. Right-of-way acquisition services shall include certified title reports, appraisal, appraisal review, negotiations, relocation assistance services, property management services, parcel closings and all related activities. All appraiser/s, appraisal reviewer/s and acquisition/relocation firms shall be selected from the Tennessee Department of Transportation Right of Way Office's pre-qualified list. TDOT will retain authority for approving just compensation, relocation benefits and claims, administrative settlements, court settlements and court awards. TDOT must issue a Notice to Proceed with Right-of-Way Acquisition to the Design-Builder prior to any offers being made to acquire the property. This represents a hold point in the Design-Builder's Baseline Schedule. TDOT must also issue a Notice to Proceed with Construction to the Design-Builder once the property has been acquired prior to commencing construction on the property. This also represents a hold point in the Design-Builder's Baseline Schedule. TDOT WILL be responsible for the actual purchase price paid to a landowner for right-of-way, including fee simple, or any and all easements, and for any relocation assistant payments. TDOT WILL be responsible for actual payments to property owners and certain expenses related to the acquisitions and associated legal costs as well as any additional monies paid the landowners to reach an administrative settlement or pay for court settlements and awards. The Design-Builder WILL be responsible for all costs associated with the services provided by the appraiser(s), review appraiser(s), acquisition/relocation firm, **title company, engineering and legal services related to the acquisition of right of way**, the costs of any public hearings that may be required, **and any other cost associated with the services related to the purchase of right of way.**

The following responsibilities shall be carried out by either the Design-Builder or TDOT as specified below:

Title Reports and Closings:

The Design-Builder shall provide a current title report (no older than one hundred and eighty (180) days) for each parcel at the time of the initial offer to landowner. Each title examination report shall be prepared by a TDOT approved title company (each TDOT Regional Right of Way Office has a list of approved title firms). The Design-Builder will furnish an original and three (3) legible copies of a title report, including summary of 5 years sale history, on a form to be provided by TDOT, designated as ROW Form-49, with copies of all recorded deeds, liens, selloffs, easements, subdivision plats, divorce decrees, wills, judgments, and other pertinent documents attached, for each numbered tract on the right-of-way plan. The Design-Builder will furnish one updating of the title report; the process of updating the title report will be performed as part of the closing.

The following terms and conditions will also apply:

Preliminary reports of title are required on all tracts for which a taking or an acquisition is shown on the acquisition table.

Title insurance is not required.

An original and three (3) legible copies of the "Preliminary Report of Title" (Form 49) are to be submitted. All attachments must accompany the original and all three (3) copies.

Reports must include information on all contiguous parcels of land which form a single tract under the same ownership.

In addition to the information to be provided on the R.O.W. Form 49, each preliminary report of title shall contain the tax map, and parcel number for the particular tract as well as the civil district in which the tract is located.

In addition, include documentation of all Environmental Liens if they apply.

The Design-Builder will furnish the correct mailing address of the property owner for each tract number.

If the right-of-way plan is revised so to add additional tracts from which there will be an acquisition as shown by the acquisition table, all services covered by this agreement are to be provided for those additional tracts.

Facsimile of title report will not be accepted.

Completion and filing of Form 1099 published by the Internal Revenue Service, is required in connection with closing of right-of-way acquisition.

Copies of Tax Maps showing all tracts are to be included. These maps are to be complete, full size sheets whenever possible.

Copies of subdivision plots are to be included when the only deed description of an individual parcel consists of a lot number in the mentioned subdivision.

Please number the pages of each "Preliminary Report of Title".

If any instrument is not legible on the provided copy, (attachments) then a typed legible instrument must accompany illegible copies.

The Design-Builder will close all negotiated tracts on the project. This service will include: updating the title report to the time of closing; the preparation of the warranty deed and any

releases; the preparation of a closing statement (ROW Form -24 provided by TDOT); the preparation of the deed transmittal statement (ROW Form 29 provided by TDOT). The Design Builder is responsible for the arrangement of and making of such disbursements as may be necessary to cause the removal of property taxes, judgments and instruments constituting liens for money owed, and the recording of the warranty deed. TDOT will be responsible for the reimbursement to the Design-Builder for the recording of releases and/or partial releases and the recording of any other required releases for liens or encumbrances and all cost associated with obtaining any releases and any other such documents

The Design-Builder agrees to discuss time and location for each proposed closing with the prospective grantor(s) and within reason to accomplish same in accordance with the grantor(s') advice. Normal closings are expected to take place within 45 days after the agreement of sale is executed. Extenuating circumstances requiring more than 45 days will be reported by letter (or by FAX) no later than the 45th day from the date of the executed agreement of sale with a request for an extension. Requests for extensions beyond the normal accepted time will be considered on a case by case basis. Within 24 hours after closing the Design-Builder will notify the Regional Transportation Manager 2 of this fact. All closings are to be done by personal contact, at a time and place that is convenient to the landowner. Where a closing by mail is requested, the written consent of the Department is required, except of Out of State property owners.

Appraisal and Appraisal Reviews:

The Design-Builder shall prepare appraisals in accordance with TDOT's Guidelines for Appraisers, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act"), the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (Part 24 of title 49 CFR), and the Uniform Standards for Professional Appraisal Practice (USPAP). Appraisal and Related Service shall include all or parts of the following: real estate appraisal, real estate appraisal review, real estate consultation, pre-trial conference, deposition, and court testimony, as further defined.

For the project to be covered hereunder, the Design-Builder shall provide each of the following services as required by TDOT for the subject project.

The Design-Builder shall complete all appraisal services and work product to the standards set forth herein. Failure on the part of the Design-Builder to complete each assignment according to said standards by the agreed upon due date shall be considered a material breach of this Contract.

The Design-Builder shall complete all appraisal services in accordance with the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (Part 24 of title 49 CFR), the Uniform Standards of Professional Appraisal Practice [USPAP (Appraisal Foundation)], [Guidelines For Appraisers (www.tdot.state.tn.us; click TDOT Services Index; Right-of-Way; Appraisal Office; Guidelines For Appraisers)], and federal, state and local laws, rules, and regulations.

The Design-Builder shall furnish an original and two (2) copies of each Market Data Brochure and each Appraisal Report. Furnish one additional copy of each appraisal report together with all exhibits and comparable data write-ups. This copy shall be clearly identified as the landowner's copy. Unless specifically directed otherwise in writing, all appraisal services products are to be delivered to the regional office.

In addition to the standard photos of the subject property and exterior photos of the acquired improvements, the Design-Builder shall provide a typical interior photo of acquired/affected structures having substantial contributory value (i.e. residences, commercial structures, large barns, etc.) Legible digital images are acceptable.

The Design-Builder shall update to "date of possession" appraisal report(s) on any tract(s) involved in condemnation covered under Work Orders issued hereunder when requested to do so by TDOT. Appraisal updates shall be completed within sixty (60) days after the request is made in writing by TDOT. All such updates shall be in compliance with standards set forth above except that the standards in force as of the date of employment to conduct the updated appraisal service shall apply. The "update" appraisal request may require the Design-Builder to consider and include minor plan revisions and changes in market conditions.

Upon request by TDOT, the Design-Builder shall testify in any judicial or arbitration proceeding involving the determination of the value of the property, in support of the opinion of value of any and all of the property included in his/her appraisal report. Further, the Design-Builder agrees to attend, as requested by TDOT, any pre-trial conferences, meetings, depositions, etc. related to such proceedings. The Design-Builder shall be compensated for these litigation-related services in accordance with the Expert Valuation Witness Rates in effect at the time the service is rendered. The Expert Valuation Witness Rate Schedule may be adjusted periodically.

The Design-Builder shall execute disclaimers of any past, present or contemplated future personal interest in any of the properties included in the proposed agreement, as required by TDOT, or if applicable, Federal Highway Administration (FHWA).

The Design-Builder shall maintain throughout the term of this Contract Errors and Omissions insurance in the amount of not less than one million dollars (\$1,000,000.00), and proof of which shall be made available to the State upon demand.

The Design-Builder shall provide appraisal reviews complying with technical review guidelines found in TDOT's Guidelines for Appraisers, the Uniform Act, and (USPAP), and TDOT's Right of Way Procedures Manual and make a recommendation of just compensation. Design-Builder's right-of-way staff that performs acquisition and relocation/property management services shall be from the TDOT pre-qualified consultant list for acquisition and relocation assistance and related services and the Design-Builder shall include a TDOT pre-qualified Fee Appraiser from

TDOT's prequalified appraiser list. The review appraiser shall be approved by TDOT and shall also be on TDOT's prequalified fee appraiser list. TDOT shall have final approval of all the Design-Builder right of way staff.

Acquisition / Relocation Assistance / Property Management:

The Design-Builder shall acquire property in accordance with all Federal and State laws and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act") the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs and (Part 24 of title 49 CFR). The acquisition of property shall follow the guidelines as established by the Tennessee Department of Transportation Right of Way Procedures Manual. The Design-Builder shall execute a certification in its proposal that it has received the Tennessee Department of Transportation's Right of Way Procedures Manual and will comply with the procedures.

TDOT has an Appeals **Advisory** Board to hear any Relocation Assistance appeals.

TDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim.

The Design-Builder shall establish an acquisition/relocation office at a location that is accessible to the property owners and displacees on or near the project. The purpose of maintaining this office is to ensure effective and responsive service to meet the property owners' and displacees' needs. The office must be operational by the time acquisitions begin. The Design-Builder shall supply relocation and negotiation personnel with substantial experience in highway right-of-way acquisition, or similar work, in numbers sufficient to accomplish the required work in a timely manner. Design-Builder's right-of-way staff that performs acquisition and relocation/property management services shall be from the TDOT pre-qualified consultant list for acquisition and relocation assistance and related services. All relocation and negotiation personnel are to be approved by TDOT for each project hereunder. After TDOT has approved the personnel for a project, changes may only be made with the written approval of TDOT. This office shall be staffed by persons knowledgeable of the Uniform Act and the Tennessee Department of Transportation Right of Way Procedures Manual. This office shall be open during normal business hours and after hours by appointment.

The Design-Builder shall submit procedures for handling right-of-way acquisitions and relocations to TDOT for approval prior to commencing right-of-way activities. This represents a hold point in the Design-Builder's Baseline Schedule. These procedures are to show the Design-Builder's methods, including the appropriate steps and workflow required for certified title reports, appraisals, appraisal review, negotiations, acquisition, relocations and parcel closings and all related activities. These procedures shall include TDOT's review and approval of just compensation, administrative settlements, relocation benefits and claims.

A TDOT Representative will be available to make timely decisions concerning establishing review and approval of just compensation, approval of administrative settlements, approval of relocation benefits and claims, on behalf of TDOT. The TDOT Representative is committed to issuing decisions on approval requests within sixty (60) days. The commitment is based on the plan providing a reasonable and orderly workflow and the work being provided to the TDOT Representative as completed.

The Design-Builder shall maintain accurate parcel files and, at the termination of the work on the project, turn over to TDOT all relocation and negotiation files, appraisal and appraisal review files, and any other pertinent acquisition files, records or reports. All files shall be documented in accordance with the applicable State and Federal requirements. During the work on the project, the Design-Builder shall make all such files available, upon demand, for inspection by TDOT and/or by the Federal Highway Administration, when applicable.

The Design-Builder shall submit a project specific Acquisition and Relocation Plan for TDOT approval. The plan shall identify a prioritized schedule of right-of-way activities including but not limited to appraisal, appraisal review, the specific parcels to be acquired and all relocations. The plan shall allow for the orderly relocation of displaced persons based on time frames not less than those provided by the Uniform Act and/or the Department's Right of Way Procedures Manual. This plan shall be updated as necessary during the life of the Project.

The Design-Builder shall make the necessary relocation survey and promptly prepare and submit all required relocation documents in accordance with State and Federal regulations. The Design-Builder shall perform all relocations in accordance with the Uniform Act and the Tennessee Department of Transportation Right of Way Procedures Manual as applicable.

The Design-Builder shall submit bi-monthly status reports to TDOT's Right-of-way Division to manage and track the acquisition process. TDOT standard appraisal, appraisal review, acquisition and relocation assistance and property management forms and documents will be used as applicable. The status report must include but not be limited to the appraisal, appraisal review, and acquisition and relocation assistance status of all parcels.

The Design-Builder shall provide necessary property management services during the period of the Design-Builder's work. Those property management services include, but are not limited to: private property owner utility adjustment cost estimates, salvage appraisals on improvements being acquired, moving cost determination, including the moving of on-premise signs and outdoor advertising devices, and determination and collection of rent after the "90 day" notice to vacate has expired.

The Design-Builder shall coordinate all work through the State's Regional Right-of-Way Transportation Manager 2 or his designated representative.

The Design-Builder shall recommend tracts for condemnation. When the Design-Builder recommends that a tract should be condemned, the request for condemnation must have the necessary back-up information attached to properly completed forms DT 1606 and DT 1602

when submitted to the Regional Right-of-Way Office. The Regional Right-of-Way Office will check these forms and process this information to obtain a voucher. In general all voucher requests for any payment will be handled in this manner.

The Design-Builder shall conduct any public meetings as requested by TDOT and as required by TDOT's right-of-way procedures and practices.

The Design Builder shall meet and coordinate with public officials of governmental agencies and civic groups as required or as requested by the State.

TDOT will be responsible for the costs associated with the payment to property owners for negotiated settlements, administrative settlements, and relocation benefits. TDOT is also responsible for the costs associated with the payment to be deposited with the court in condemnation cases. In addition, any payments agreed to by the property owner and the Attorney General's Office during the condemnation process either by settlement or through the courts including court costs and any mediation expenses is the responsibility of TDOT. The Design-Builder will be responsible for disbursement of these payments and providing indefeasible title to TDOT. All payments will be made in accordance with the policies and procedures established in the Tennessee Department of Transportation's Right of Way Procedures Manual.

The Design-Builder shall prepare, obtain execution of, and record documents conveying title to such properties to the State of Tennessee Department of Transportation and deliver all executed and recorded general warranty deeds to TDOT. For all property purchased in conjunction with the Project, title will be acquired in fee simple (except for the acquisition of slope, construction or permanent drainage easements, in lieu of fee simple title, with respect to any portion of the rights of way, which must be approved by TDOT's Design Division) and shall be conveyed to the State of Tennessee Department of Transportation, Grantee, by a TDOT-approved general warranty deed, free and clear of all liens and encumbrances except encumbrances expressly permitted by TDOT in writing in advance. All easements shall be acquired in the name of the State of Tennessee Department of Transportation.

Because these acquisitions are being made on behalf of the Department of Transportation, TDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of a condemnation action is necessary, taking into consideration the recommendations of the Design-Builder. When TDOT authorizes the filing of condemnation, the Design-Builder shall prepare all required documents necessary to file and forwarded to the appropriate TDOT Regional Right of Way Office.

The Design-Builder will provide the necessary staff and resources as directed by TDOT to work with the Department and the Attorney General's Office throughout the entire condemnation process until the property is acquired by settlement, by deed, or by Final Consent Judgment executed by TDOT and the appropriate court. The Design-Builder will provide updated appraisals (i.e., appraisal reports effective as of the date of possession) and expert testimony

supporting condemnation proceedings upon request by TDOT and/or the Attorney General's Office.

The Design-Builder will be responsible for all contacts with landowners for rights of way and construction items and shall be responsible for properly setting all right of way monuments associated with the Project.

The Design-Builder shall maintain adequate access to all occupied properties to ensure emergency and personal vehicle access. Utility service must be available to all occupied properties at all times prior to and until relocation is complete.

The Design-Builder shall use reasonable care in determining whether there is reason to believe that property and improvements to be acquired for rights-of-way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the Design-Builder shall notify TDOT within three (3) calendar days. The Design-Builder shall not proceed with acquiring such property until they receive written notification from TDOT.

During the acquisition process and for a period of three (3) years after final payment is made to the Design-Builder for any phase of the work, and until the Department of Transportation has indefeasible title to the property, all Project documents and records not previously delivered to TDOT, including but not limited to design and engineering costs, construction costs, costs of acquisition of rights of way, and all documents and records necessary to determine compliance with the laws relating to the acquisition of rights of way and the costs of relocation of utilities, shall be maintained and made available to TDOT for inspection or audit. Throughout the design, acquisition and construction phases of the Project, copies of all documents/correspondence shall be submitted to both the TDOT Headquarters Office and the respective TDOT Regional Office.

The Design-Builder will ensure no open burning will occur within 1,000 feet of an occupied dwelling.

The Design-Builder shall maintain a sufficient buffer or hold off zone around parcels which have not been acquired and/or occupied properties to ensure compliance with right of way procedures prior to starting construction activities in these affected areas. There should be no construction-related activities within the hold off zone until the property is acquired and/or vacated. TDOT will provide written notification before the contractor can enter the hold off zone.

Fidelity Bond: The Design Builder shall furnish a fidelity bond in the amount of \$250,000.00 with the State being made the insured for the period of time from the first offer to the owners until all tracts have a recorded deed or vouchers submitted for condemnation, in such form as approved by the State. The bond shall indicate the State's right of way project number (both Federal and State numbers, if applicable).