

***WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS***



***RIGHT OF WAY MANUAL
FORMS AND EXAMPLES
APPENDIX***

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CHAPTER 1

GENERAL PROCEDURES, ORGANIZATION, AND FEDERAL AID PROGRAMMING

FORMS & EXAMPLES

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WEST VIRGINIA DIVISION OF HIGHWAYS AUTHORIZATION REQUEST

AUTHORIZATION NO.

MAJOR PROGRAM :

PROGRAMMING ALLOCATION :

FORM BF-98 REV. 8/10/18

PHASE	STATE FUND	FUNC. SYS.	RURAL ☐ OR URBAN ☐	BRIDGE ☐ ROADWAY ☐ OTHER ☐	DATE	CONT. ORG. NO.	ACCT. NO.
DISTRICT	COUNTY	ROUTE NO.	DATE OF FED. AUTH.		FEDERAL PROJECT NO.		WORK CAT.
PROJECT NAME / TERMINI			PROJECT LENGTH		STATE PROJECT NO.		SPN SECTION #
Begin:			mi				
End:			DIRECTION ☐ NB ☐ EB ☐ SB ☐ WB		NBIS NO. (FOR BRIDGES)		TYPE OF AUTHORIZATION: ☐ INITIAL ☐ SUPPLEMENTAL NO. _____ ☐ CLOSURE
WORK TO BE PERFORMED BY			CODE	CONTRACT ID (if applicable)		PHASE EST. START DATE _____	
FEIN (if applicable):						PHASE EST. COMP. DATE _____	

FOR SUPPLEMENTALS ONLY

PERFORMANCE END DATE: ENVIRONMENTAL CLEAR DATE:

FEDERAL SUPPLEMENTAL BRIEF EXPLANATION (Also Add to the Federal DE):

FOR FMIS USE ONLY

ROUTE ID: MPO AREA:

STIP STATUS: ROW CERTIFICATE DATE:

Estimate of Work

ITEM	DETAILED DESCRIPTION OF WORK					AMOUNT
FOR PROGRAMMING AND BUDGET DIVISION USE:		☐ 100% SAFETY	☐ DESIGN BUILD	TOTAL →		
		☐ TOLL CREDITS		\$0.00		
PRIORITY	PERCENT %	FUND NO./TYPE	SOURCE	AMOUNT PREVIOUSLY AUTHORIZED	AMOUNT OF THIS REQUEST	
			STATE		0.00	
			FEDERAL		0.00	
			FEDERAL		0.00	
			FEDERAL		0.00	
			FEDERAL		0.00	
			OTHER*		0.00	
		TOTAL		0.00	0.00	
USE OF OTHER FUNDS REQUIRES ATTACHED AGREEMENT		*OTHER FUND: ☐ CHECK ☐ CASH ☐ PAY AS GO ☐ IN KIND MATCH				

RECOMMENDED:

DISTRICT MANAGER

DIVISION DIRECTOR/ASSISTANT DIRECTOR

PP	
BB	
PP LOG	

APPROVED:

AUTHORIZATION SIGNATURE

Date:

FOR FINANCE/BUDGET DIVISION USE ONLY

TYPE BILL ADM. RATE PERMIT NO./ CLAIM NO. MAX/ LUMP SUM CUSTOMER NUMBER

**STEWARDSHIP AND OVERSIGHT AGREEMENT
ON PROJECT ASSUMPTION AND PROGRAM OVERSIGHT
BY AND BETWEEN**

**FEDERAL HIGHWAY ADMINISTRATION, WEST VIRGINIA DIVISION
AND THE
STATE OF WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

SECTION I. BACKGROUND AND INTRODUCTION

The Federal-aid Highway Program (FAHP) is a federally-assisted program of State-selected projects. The Federal Highway Administration (FHWA) and the State Departments of Transportation have long worked as partners to deliver the FAHP in accordance with Federal requirements. In enacting 23 U.S.C. 106(c), as amended, Congress recognized the need to give the States more authority to carry out project responsibilities traditionally handled by FHWA. Congress also recognized the importance of a risk-based approach to FHWA oversight of the FAHP, establishing requirements in 23 U.S.C. 106(g). This Stewardship and Oversight (S&O) Agreement sets forth the agreement between the FHWA and the State of West Virginia Department of Transportation (State DOT) on the roles and responsibilities of the FHWA and the State DOT with respect to Title 23 project approvals and related responsibilities, and FAHP oversight activities.

The scope of FHWA responsibilities, and the legal authority for State DOT assumption of FHWA responsibilities, developed over time. The U.S. Secretary of Transportation delegated responsibility to the Administrator of the FHWA for the FAHP under Title 23 of the United States Code, and associated laws. (49 CFR 1.84 and 1.85) The following legislation further outlines FHWA's responsibilities:

- Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991;
- Transportation Equity Act for the 21st Century (TEA-21) of 1998;
- Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005; and
- Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012 (P.L. 112-141).

The FHWA may not assign or delegate its decision-making authority to a State Department of Transportation unless authorized by law. Section 106 of Title 23, United States Code (Section 106), authorizes the State to assume specific project approvals. For projects that receive funding under Title 23, U.S.C., and are on the National Highway System (NHS) including projects on the Interstate System, the State may assume the responsibilities of the Secretary of the U.S. Department of Transportation under Title 23 for design, plans, specifications, estimates, contract awards, and inspections with respect to the projects unless the Secretary determines that the assumption is not appropriate. (23 U.S.C. 106(c)(1)) For projects under Title 23, U.S.C. that are not on the NHS, the State shall assume the responsibilities for design, plans, specifications,

estimates, contract awards, and inspections unless the State determines that such assumption is not appropriate. (23 U.S.C. 106(c)(2))

For all other project activities which do not fall within the specific project approvals listed in Section 106 or are not otherwise authorized by law, the FHWA may authorize a State DOT to perform work needed to reach the FHWA decision point, or to implement FHWA's decision. However such decisions themselves are reserved to FHWA.

The authority given to the State DOT under Section 106(c)(1) and (2) is limited to specific project approvals listed herein. Nothing listed herein is intended to include assumption of FHWA's decision-making authority regarding Title 23, U.S.C. eligibility or Federal-aid participation determinations. The FHWA always must make the final eligibility and participation decisions for the Federal-aid Highway Program.

Section 106(c)(3) requires FHWA and the State DOT to enter into an agreement relating to the extent to which the State DOT assumes project responsibilities. This Stewardship and Oversight Agreement (S&O Agreement), includes information on specific project approvals and related responsibilities, and provides the requirements for FHWA oversight of the FAHP (Oversight Program), as required by 23 U.S.C. 106(g).

SECTION II. INTENT AND PURPOSE OF S&O AGREEMENT

The intent and purpose of this S&O Agreement is to document the roles and responsibilities of the FHWA's West Virginia Division Office (FHWA or Division) and West Virginia Department of Transportation (State DOT) with respect to project approvals and related responsibilities, and to document the methods of oversight which will be used to efficiently and effectively deliver the FAHP.

The Project Action Responsibility Matrix, Attachment A to this S&O Agreement and as further described in Section VIII of this S&O Agreement, identifies FHWA FAHP project approvals and related responsibilities State DOT assumes from FHWA on a program-wide basis pursuant to 23 U.S.C. 106(c) and other legal authorities. Upon execution of this agreement, Attachment A shall be controlling and except as specifically noted in Attachment A, no other agreements, attachments, or other documents shall have the effect of delegating or assigning FHWA approvals to State DOT on a program-wide basis under 23 U.S.C 106 or have the effect of altering Attachment A.

SECTION III. ASSUMPTION OF RESPONSIBILITIES FOR FEDERAL-AID PROJECTS ON THE NATIONAL HIGHWAY SYSTEM

(Information Note: Assumption of Responsibilities on the NHS are discussed in Section II of the S&O Agreement Guidance.)

- A. The State DOT *may assume* the FHWA's Title 23 responsibilities for design; plans, specifications, and estimates (PS&E); contract awards; and inspections, with respect to *Federal-aid projects on the National Highway System (NHS)* if both the *State DOT* and *FHWA* determine that assumption of responsibilities is appropriate.

- B. Approvals and related activities for which the State DOT has assumed responsibilities as shown in Attachment A will apply program wide unless project specific actions for which the Division will carry out the approval or related responsibilities are documented in accordance with the FHWA Project of Division Interest/Project of Corporate Interest Guide (FHWA PoDI/PoCI Guide) located at:
<http://www.fhwa.dot.gov/federalaid/stewardship/>
- C. The State DOT may not assume responsibilities for Interstate projects that are in high risk categories. (23 U.S.C. 106(c)(1))
(Information Note: High Risk Categories are discussed in Section III of the S&O Agreement Guidance.)
- D. The State DOT is to exercise any and all assumptions of the Secretary responsibilities for Federal-aid projects on the NHS in accordance with Federal laws, regulations and policies.

SECTION IV. ASSUMPTION OF RESPONSIBILITIES FOR FEDERAL-AID PROJECTS OFF THE NATIONAL HIGHWAY SYSTEM

(Information Note: Assumption of responsibilities off the NHS is discussed in Section II of the S&O Agreement Guidance.)

- A. The State DOT *shall assume* the FHWA's Title 23 responsibilities for design, PS&Es, contract awards, and inspections, with respect to *Federal-aid projects off the NHS (non-NHS)* unless the *State DOT* determines that assumption of responsibilities is not appropriate. (23 U.S.C. 106(c)(2))
- B. Except as provided in 23 U.S.C.109(o), the State DOT is to exercise the Secretary's approvals and related responsibilities on these projects in accordance with Federal laws.
- C. The State DOT, in its discretion, may request FHWA carry out one or more non-NHS approvals or related responsibilities listed as "State" in Attachment A on a program-wide basis. For a project specific request, the State may request FHWA carry out any approval or related responsibility listed in Attachment A off the NHS. Such project-specific requests shall be documented in accordance with the FHWA PoDI/PoCI Guide.
- D. Pursuant to 23 U.S.C. 109(o), non-NHS projects shall be designed and constructed in accordance with State laws, regulations, directives, safety standards, design standards, and construction standards.

SECTION V. ASSUMPTION OF RESPONSIBILITIES FOR LOCALLY ADMINISTERED PROJECTS

(Information Note: LPAs are discussed in Section II of the S&O Agreement Guidance.)

The State DOT may permit local public agencies (LPAs) to carry out the State DOT's assumed responsibilities on locally administered projects. The State DOT is responsible and accountable for LPA compliance with all applicable Federal laws and requirements.

SECTION VI. PERMISSIBLE AREAS OF ASSUMPTION UNDER 23 U.S.C. 106(c)

An assumption of responsibilities under 23 U.S.C. 106(c) may cover only activities in the following areas:

- A. Design, which includes preliminary engineering, engineering, and design-related services directly relating to the construction of a FAHP-funded project, including engineering, design, project development and management, construction project management and inspection, surveying, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services.
- B. PS&E, which represents the actions and approvals required before authorization of construction. The PS&E package includes geometric standards, drawings, specifications, project estimates, certifications relating to completion of right-of-way acquisition and relocation, utility work, and railroad work.
- C. Contract awards, which include procurement of professional and other consultant services and construction-related services to include advertising, evaluating, and awarding contracts.
- D. Inspections, which include general contract administration, material testing and quality assurance, review, and inspections of Federal-aid contracts as well as final inspection/acceptance.
- E. Approvals and related responsibilities affecting real property as provided in 23 CFR 710.201(i) and any successor regulation in 23 CFR Part 710.

SECTION VII. FEDERAL APPROVALS AND RELATED RESPONSIBILITIES THAT MAY NOT BE ASSUMED BY THE STATE DOT

(Information Note: Responsibilities that may not be assumed are discussed in Section II of the S&O Agreement Guidance.)

- A. Any approval or related responsibility not listed in Attachment A cannot be assumed by the State without prior concurrence by FHWA Headquarters. The following is a list of the most frequently-occurring approvals and related responsibilities that may not be assumed by the State DOT:

- Civil Rights Program approvals;
 - Environmental approvals, except those specifically assumed under other agreements. (23 U.S.C. 326 and 327; programmatic categorical exclusion agreements);
 - Federal air quality conformity determinations required by the Clean Air Act;
 - Approval of current bill and final vouchers;
 - Approval of federally-funded hardship acquisition, protective buying, and 23 U.S.C. 108(d) early acquisition;
 - Project agreements and modifications to project agreements and obligation of funds (including advance construction);
 - Planning and programming pursuant to 23 U.S.C. 134 and 135;
 - Special Experimental Projects (SEP-14 and SEP-15);
 - Use of Interstate airspace for non-highway-related purposes;
 - Any Federal agency approval or determination under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended, and implementing regulations in 49 CFR Part 24;
 - Waivers to Buy America requirements;
 - Approval of Federal participation under 23 CFR 1.9(b);
 - Provide pre-approval for preventive maintenance project (until FHWA concurs with State DOT procedures);
 - Requests for credits toward the non-Federal share of construction costs for early acquisitions, donations, or other contributions applied to a project;
 - Functional replacement of property;
 - Approval of a time extension for preliminary engineering projects beyond the 10-year limit, in the event that actual construction or acquisition of right-of-way for a highway project has not commenced;
 - Approval of a time extension beyond the 20-year limit for right of way projects, in the event that actual construction of a road on the right-of-way is not undertaken;
 - Determine need for Coast Guard Permit;
 - Training Special Provision – Approval of New Project Training Programs; and
 - Any other approval or activity not specifically identified in Attachment A unless otherwise approved by the FHWA, including the Office of Chief Counsel.
- B. For all projects and programs, the State DOT will comply with Title 23 and all applicable non-Title 23, U.S.C. Federal-aid program requirements, such as metropolitan and statewide planning; environment; procurement of engineering and design related service contracts (except as provided in 23 U.S.C. 109(o)); Civil Rights including Title VI of the *Civil Rights Act*, and participation by Disadvantaged Business Enterprises; prevailing wage rates; and acquisition of right-of-way, etc.
- C. This Agreement does not modify the FHWA's non-Title 23 program approval and related responsibilities, such as approvals required under the Clean Air Act; National Environmental Policy Act, Executive Order on Environmental Justice (E.O. 12898), and other related environmental laws and statutes; the Uniform Act; and the Civil Rights Act of 1964 and related statutes.

SECTION VIII. PROJECT ACTION RESPONSIBILITY MATRIX

Attachment A, Project Action Responsibility Matrix, to this S&O Agreement identifies FAHP project approvals and related responsibilities. The Matrix specifies which approvals and related responsibilities are assumed by the State under 23 U.S.C. 106(c) or other statutory or regulatory authority, as well as approvals and related responsibilities reserved to FHWA.

SECTION IX. HIGH RISK CATEGORIES

(Information Note: High risk categories are discussed in Section III of the S&O Agreement Guidance.)

- A. In 23 U.S.C. 106(c), Congress directs that the Secretary shall not assign any approvals or related responsibilities for projects on the Interstate System if the Secretary determines the project to be in a high risk category. Under 23 U.S.C. 106(c)(4)(B), the Secretary may define high risk categories on a national basis, State-by-State basis, or national and State-by-State basis.
- B. The Division has determined there are no high risk categories.

SECTION X. FHWA OVERSIGHT PROGRAM UNDER 23 U.S.C. 106(g)

(Information Note: The FHWA Oversight Program is discussed in Section IV of the S&O Agreement Guidance.)

- A. In 23 U.S.C. 106(g), Congress directs that the Secretary shall establish an oversight program to monitor the effective and efficient use of funds authorized to carry out the FAHP. This program includes FHWA oversight of the State's processes and management practices, including those involved in carrying out the approvals and related responsibilities assumed by the State under 23 U.S.C. 106(c). Congress defines that, at a minimum, the oversight program shall be responsive to all areas relating to financial integrity and project delivery.
- B. The FHWA shall perform annual reviews that address elements of the State DOT's financial management system in accordance with 23 U.S.C. 106(g)(2)(A). FHWA will periodically review the State DOT's monitoring of sub-recipients pursuant to 23 U.S.C. 106(g)(4)(B).
- C. The FHWA shall perform annual reviews that address elements of the project delivery systems of the State DOT, which elements include one or more activities that are involved in the life cycle of project from conception to completion of the project. The FHWA will also evaluate the practices of the State DOT for estimating project costs, awarding contracts, and reducing costs. 23 U.S.C. 106(g)(2) and (3).

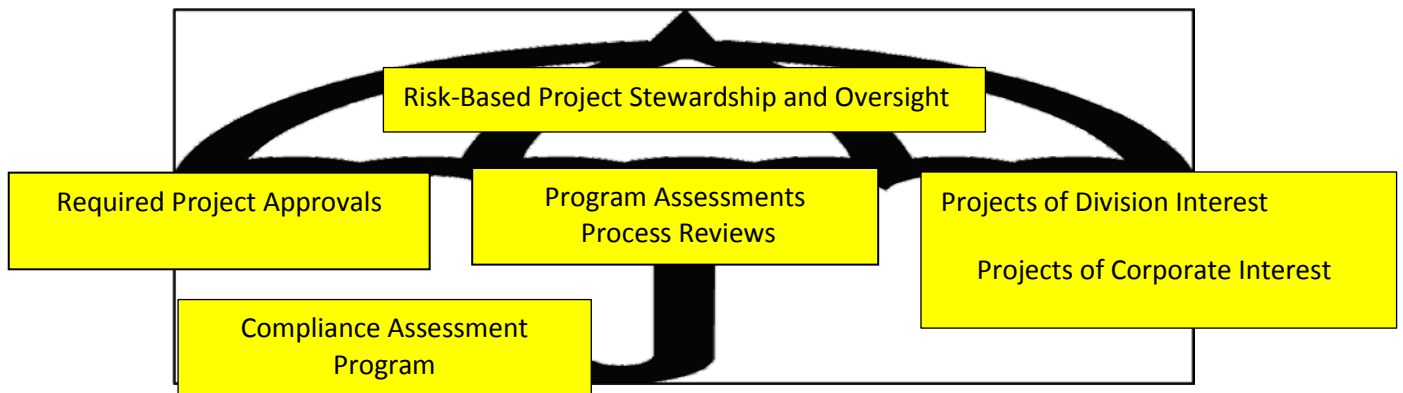
- D. To carry out the requirements of 23 U.S.C. 106(g), the FHWA will employ a risk management framework to evaluate financial integrity and project delivery, and balance risk with staffing resources, available funding, and the State's transportation needs. The FHWA may work collaboratively with the State DOT to assess the risks inherent with the FAHP and funds management, and how that assessment will be used to align resources to develop appropriate risk response strategies

Techniques the Division and State DOT may use to identify and analyze risks and develop response strategies include the following:

- Program Assessments;
- FIRE Reviews;
- Program Reviews;
- Certification Reviews;
- Recurring or periodic reviews such as the Compliance Assessment Program (CAP); and
- Inspections of project elements or phases.

These techniques will be carried out in a manner consistent with applicable Division Standard Operating Procedures or other control documents relating to program assessments, FIRE, program reviews, CAP, etc.

The following techniques and processes will be used to carry out the requirements of 23 U.S.C. 106(g):



FHWA Divisions are required to develop and document criteria for identifying potential Projects of Division Interest, assessing the resulting projects, and making the final selection. The Projects of Division Interest have an elevated potential to either pose a risk or present an opportunity to advance key initiatives. Projects selection should be risk-based, and the stewardship and oversight activities should be directed toward addressing the risks. This may require retaining certain project approvals or directing stewardship or oversight activities to a specific phase or element of the project.

Decisions on level of oversight are made jointly by the FHWA in consultation with the State DOT and are documented in the Statewide Transportation Improvement Program (STIP) and on Division Office specific checklists.

If a project does not meet the basic risk criteria threshold for a Projects of Division Interest but contains any of the following elements, additional consideration will be given to the level of oversight.

- Complex utility relocations and ROW
- Unknown subsurface conditions (common to tunneling projects)
- Past performance on similar projects
- Extremely high ADT
- Impact on freight
- Complex traffic control
- Time to construct
- Large contracts
- Innovative contracting methods
- New or innovative construction methods
- Unique engineering features
- Source of funding
- High political or community interest
- Balancing of overall program of oversight (e.g., geographic coverage)

Projects using Federal innovative financing instruments such as TIFIA loans, GARVEE loans, or State Infrastructure Bank with Federal-aid funds will always be PoDI's, as will projects using special funding (e.g., TIGER funds).

Additionally, the FHWA Division Office will ensure that a minimum of 25 percent of the State DOT's annual obligation limitation are covered by Projects of Division Interest projects and at there will be a minimum of one active PoDI in each West Virginia Division of Highways (WVDOH) District.

Method of Oversight

Program Assessments:

Each Division Office Program Manager is responsible for developing and keeping current an assessment of the current state of their assigned program, including a 3 to 5 year plan for advancing key elements of program improvement. This Assessment is updated every other year or when needed and is a key component to the yearly risk assessment.

Recurring Reviews:

These reviews are required by FHWA regulations and/or guidance and include such reviews as the yearly National Bridge Inspection Review, the Civil Rights Baseline Assessment (every 3 years), FIRE reviews (yearly), etc. The scope, size and complexity of each review vary due to the program.

Projects of Division Interest Reviews:

Projects of Division Interest oversight project construction inspections are required to be performed at least quarterly by the assigned FHWA Area Engineer using the Division Office approved inspection forms. Design reviews are to be performed in accordance with the review scheduled in WVDOT Design Directive 202 – FHWA concurs in the notes documented as a result of the review.

Compliance Assessment Program Reviews:

FHWA staff is responsible for conducting Compliance Assessment Program reviews on the project lists assigned to the Division Office each plan year. The Compliance Assessment Program reviews will consist a minimum of one (1) Compliance Assessment Program Core Question Form and another of the specialty area forms (e.g., environment, work zones, civil rights, etc.).

Process Reviews:

High priority processes will be studied by Process Review Teams that are selected jointly by the Division Office and the WVDOT. Process Reviews will be conducted each Plan Year based on the annual risk assessment – the topics will be also selected jointly. Process Reviews should generally include a sampling of Interstate, non-Interstate NHS, and non-NHS projects.

Program Accountability & Results (PAR) Reviews

PAR Reviews are reviews with a limited sample in a very specific area used to determine quickly whether a program or process is working effectively and efficiently. PAR Reviews are issue oriented and results driven. They are generally focused on functional areas and can be viewed as a QA/QC effort. They may be used to back check process review or as part of the risk assessment process to help select process review topics.

Various techniques can be used to help determine which reviews should be conducted, including risk assessments and pre-determined schedules for regular reviews of specific programs or components. The reviews can be conducted by individuals or teams and can be performed using FHWA Division Office staff, WVDOT staff, or staff from other stakeholder groups and organizations. The incorporation of the Division Office Financial Integrity Review and Evaluation (FIRE) Program should be referenced as the means to assess the financial aspects of programs and projects.

The WVDOT, FHWA, or both may initiate process and program evaluations of the FAHP. All evaluations are intended to evaluate procedures and policies used in delivering the FAHP, along with identifying deficiencies and opportunities for improvement. Reviews should also be performed to evaluate compliance with the established procedures and policies. FHWA will employ a risk management framework in consultation with the WVDOT to evaluate program areas to balance risk with consideration of staffing resources, funding within FAHP, and transportation needs within the State. The WVDOT may work collaboratively with FHWA to identify risks and make practical resources available to address FHWA's risk assessment findings.

Program reviews are FHWA's primary tool for providing oversight for assumed projects. The size and intensity of the program review may vary, depending on the topic being reviewed. Further, wherever appropriate, the program review should include a financial component and involve members of the financial team to determine if appropriate internal controls exist within the program intended to detect and/or prevent possible fraud, waste or abuse of Federal-aid funds. This component includes documenting those internal controls, as well as reviewing the adequacy of the documentation to support the appropriate expenditure of Federal-aid funds.

Regardless of the technique used, all reviews and inspections should be documented by a report.

E. Program Responsibility Matrix

Attachment B to this S&O Agreement is the Program Responsibility Matrix example that identifies all relevant FHWA program actions, and Division and State DOT program contact offices.

F. Manuals and Operating Agreements

State DOT manuals, agreements and other control documents that have been approved for use on Federal-aid projects are listed in Attachment C to this S&O Agreement.

G. Stewardship and Oversight Indicators

The Division and State DOT have jointly established Stewardship and Oversight Indicators (Indicators). The Indicators set targets, track trends, and implement countermeasures and actions when the data is moving away from the desired target direction. Indicators can provide documented evidence that the State DOT assumption of responsibilities is functioning appropriately. Stewardship and Oversight Indicators should be reviewed on an annual basis. The Indicators are shown in Attachment D to this S&O Agreement.

SECTION XI. STATE DOT OVERSIGHT AND REPORTING REQUIREMENTS

(Information Note: The FHWA Oversight Program is discussed in Section IV of the S&O Agreement Guidance.)

A. State DOT Oversight and Reporting Requirements

The State DOT is responsible for demonstrating to the FHWA how it is carrying out its responsibilities in accordance with this S&O Agreement. In order to fulfill this responsibility, the State DOT will:

- Prepare and review project plans in accordance with Design Directive (DD) 200 (Project Development Process) and DD 202 (Field and Office Reviews for Initial Engineering and Final Design)
- Prepare right of way plans in accordance with DD-301
- Prepare RRR and Roadway Preventive Maintenance projects in accordance with DD's 604, 606, 609 and 817.
- Prepare and approve exceptions to approved design criteria in accordance with DD 605
- Conduct pavement designs and select pavement types and thicknesses in accordance with DDs 641, 646 and 647.
- Develop PS&E's in accordance with DD 706.
- Develop Engineers Estimates in accordance with DD 707.
- Evaluate bids in accordance with DD 711.
- Manage construction projects in accordance with WVDOH Construction Manual.
- Conduct materials acceptance testing, quality assurance and independent assurance sampling in accordance with WVDOH Materials Procedures.

B. State DOT Oversight of Locally Administered Projects

- B.1. State DOT's are required to provide adequate oversight of sub-recipients including oversight of any assumed responsibilities the State DOT delegates to a LPA.
- B.2. Pursuant to 23 U.S.C. 106(g)(4), the State DOT shall be responsible for determining that sub-recipients of Federal funds have adequate project delivery systems for locally administered projects and sufficient accounting controls to properly manage such Federal-aid funds. The State DOT is also responsible for ensuring compliance with reporting and other requirements applicable to grantees making sub-awards, such as monthly reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, PL 109-282 (as amended by PL 110-252).
- B.3. The State DOT acknowledges that it is responsible for sub-recipient awareness of Federal grant requirements management of grant awards and sub-awards, and is familiar with and comprehends pass through entity responsibilities (2 C.F.R 200.331 Requirements for Pass-thru Entities). The State DOT shall carry out these responsibilities using the following actions, programs, and processes:
- Executed project agreement that outlines the requirements of a subrecipient of Federal funds and legally binds them to follow all applicable requirements. The executed agreement includes all

applicable Federal requirements including, but not limited to, FHWA-1273.

- B.4. The State DOT shall assess whether a sub-recipient has adequate project delivery systems and sufficient accounting controls to properly manage projects, using the following actions, programs, and processes:
- Review of potential sub-recipient's ability to manage Federal Funds during the Intent to Apply and Application process prior to recommendation for funding. This includes ensuring that the potential sub-recipient meets the requirement of responsible charge.
 - When necessary, a Private Land Use Agreement is also executed assuring public access to publicly funded projects.
- B.5. The State DOT shall assess whether a sub-recipient is staffed and equipped to perform work satisfactorily and cost effectively, and that adequate staffing and supervision exists to manage the Federal project(s), by using the following actions, programs, and processes:
- The WVDOT offers usage of consultants previously selected through the competitive process and working for the WVDOT to design and when necessary, provide environmental documentation for NEPA.
 - If an LPA wishes to hire their own consultant, they are required to submit their process to the WVDOT for certification to ensure that all Federal requirements are met in said process to select a consultant.
 - Potential project sponsors are required to complete the financial section of the Transportation Alternatives Program Application showing that they can manage the funding if awarded to them.
 - When located on public Right of Way and wishing to use Force Account labor, a Force Account request is required. This document outlines, in detail, the estimated savings and ability of the Local Public Agency (LPA) to provide the labor/materials for a project. This follows *FHWA Policy on Agency Force Account Use 5060.1* dated March 12, 2012.
- B.6. The State DOT shall assess whether sub-recipient projects receive adequate inspection to ensure they are completed in conformance with approved plans and specifications, by using the following actions, programs, and processes:
- When using a consultant: It is a requirement of the WVDOT that construction inspection and oversight be incorporated into the scope of services.
 - When a consultant is not necessary: WVDOT project managers visit sites during construction to ensure all approved plans, specifications and materials are being utilized. The WVDOT also requires submittal

of progress reports along with detailed invoices throughout the entire project.

- B.7. The State DOT shall ensure that when LPAs elect to use consultants for engineering services, the LPA, as provided under 23 CFR 635.105(b), shall provide a full-time employee of the agency to be in responsible charge of the project. The State DOT's process to ensure compliance with this requirement is documented by the following actions, programs, and processes:
- The project application clearly states and asserts that the potential project sponsor must have a responsible charge for all projects.
 - Program Managers, before determining an LPA eligible for funding, ensure that the requirements of responsible charge are met. If not, the application is deemed ineligible.
- B.8. The State DOT shall ensure that project actions will be administered in accordance with all applicable Federal laws and regulations. The State DOT will use the following process on required approvals on sub-recipient], and approved on sub-recipient administered projects.
- a. Consultants will either be selected in accordance with the WVDOT's Consultant Selection Procedures, a Pre-Approved Consultant from the WVDOT listing of LPA consultants or via a local consultant selection process approved by the WVDOT;
 - b. Environmental Documentation will be developed in accordance with WVDOT DD's and approved by WVDOT staff;
 - c. Design will be in accordance with approved WVDOT DD's and approved by WVDOH staff;
 - d. Right-of-way will be acquired in accordance with WVDOT approved Right of Way Manual;
 - e. Construction monitoring, including Quality Control/Quality Assurance (QC/QA) will be in accordance with WVDOT Materials Procedures;
 - f. Contract administration including the State DOT's responsibility to approve a sub-recipient to pursue a contract procurement method other than competitive bidding will be in accordance with WVDOT Standard Specifications and WVDOT Contract Administration Manual.
 - g. Civil Rights; and
 - h. Financial Management including audits and indirect cost allocation plans;

- B.9. The State DOT shall document its oversight activities for LPA-administered projects and findings, and how it will share this information with the FHWA

The WVDOT has a very limited LPA program that consists solely of projects funded with Transportation Alternative Program (TAP) funds. The Grants Administration section of the Planning Division has been assigned the duty of providing oversight to these projects and provides guidance, training and technical assistance.

The Grant Administration Manual describes the processes, documents, and approvals necessary to administer federal-aid funds. By agreeing to accept federal-aid funds, the local unit of government certifies that they understand their role and responsibility in carrying out the federal-aid program.

The Grants Administration section assures compliance by reviewing every project during the development process. All environmental clearances are obtained for the local entity by the WVDOT. Right of Way certificates and purchases are reviewed by WVDOT Right of Way personnel to ensure conformance with the Uniform Act. All PS&E 's are reviewed by the PS&E unit within the Grants Administration Section. Inspection reviews are performed during construction and a final inspection is performed and documented prior to acceptance.

At the conclusion of each year, the Grants Administration Section will provide the FHWA Division Office with a summary report on all local projects that were funded in the past calendar year along describing their oversight activities.

SECTION XII. IMPLEMENTATION AND AMENDMENTS

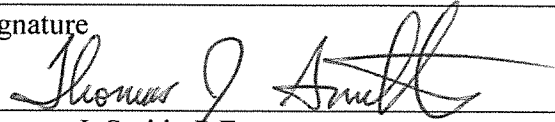
- A. This S&O Agreement will take effect as of the effective date of the signature of the FHWA West Virginia Division Administrator, who shall sign this S&O Agreement last.
- B. The Division and State DOT agree that updates to this Agreement will be considered periodically on a case-by-case basis or when:
- Significant new legislation, Executive orders, or other initiatives affecting the relationship or responsibilities of one or both parties to the S&O Agreement occurs;
 - Leadership, or leadership direction, changes at the State DOT or FHWA; or
 - Priorities shift as a result of audits, public perception, or changes in staffing at either the State DOT or Division Office.

- C. The Division and State DOT agree that changes may occur to the contents of the Attachments to this S&O Agreement and documents incorporated by reference into the S&O Agreement. Except as provided in paragraph XII.D and E, changes to the Attachments and documents incorporated by reference will not require the Division and State DOT to amend this S&O Agreement. The effective date of any revisions to one of these documents shall be clearly visible in the header of the revised document. This Agreement and any revised document shall be posted on the Division's S&O Agreement internet site within five (5) business days of the effective date.
- D. Any changes to the high risk categories must be documented by an amendment to this S&O Agreement.
- E. Any changes to the Project Action Responsibility Matrix must be approved by the FHWA Office of Infrastructure in writing and documented by an amendment to this S&O Agreement.

EXECUTION BY THE FHWA WEST VIRGINIA DIVISION OFFICE

Executed this 26th day of May, 2015

Signature

A handwritten signature in black ink, appearing to read "Thomas J. Smith", is written over a horizontal line.

Thomas J. Smith, P.E.
Division Administrator

EXECUTION BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Executed this 26th day of MAY, 2015.


Signature

Paul A. Mattox, P.E.
Secretary of Transportation

ATTACHMENT A

PROJECT ACTION RESPONSIBILITY MATRIX

The following matrix identifies Federal-aid highway program (FAHP) project approvals and related responsibilities on a program-wide basis. The matrix specifies which actions are assumed by the State under the provisions of 23 U.S.C. 106(c) or other statutory or regulatory authority, as well as those which are reserved to FHWA. Projects classified as PoDI projects are not covered by the matrix, as those projects will be governed by a separate PoDI plan that specifies FHWA and State responsibilities for the project.

In the matrix, actions marked with an asterisk (“FHWA*”) are those that FHWA has retained but that could have been assumed by the State through FHWA discretion (on the NHS) or by right (off the NHS). Projects requiring those actions are PoDI projects because of FHWA’s retained authority. Those projects will be governed by a separate PoDI Plan.

The State DOT is responsible for ensuring all individual elements of the project are eligible for FAHP funding, but all final eligibility and participation determinations are retained by FHWA.

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
PROGRAMMING (All phases)		
Ensure project in Statewide Transportation Improvement Program (STIP)/Transportation Improvement Program (TIP)	STATE	STATE
Identify proposed funding category	STATE(1)	STATE(1)
FINANCIAL MANAGMENT (All phases)		
Obligate funds/approve Federal-aid project agreement, modifications, and project closures (project authorizations) (Note: this action cannot be assumed by State)	FHWA	FHWA
Authorize current bill (Note: this action cannot be assumed by State)	FHWA	FHWA
Review and Accept Financial Plan and Annual Updates for Federal	FHWA	FHWA

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
Major Projects over \$500 million [23 U.S.C. 106(h)] (Note: this action cannot be assumed by State)		
Review Cost Estimates for Federal Major Projects over \$500 million [23 U.S.C. 106(h)] (Note: this action cannot be assumed by State)	FHWA	FHWA
Develop Financial Plan for Federal Projects between \$100 million and \$500 million. [23 U.S.C. 106(i)]	STATE	STATE
ENVIRONMENT (All phases)		
All EA/FONSI, EIS/ROD, 4(f), 106, 6(f) and other approval actions required by Federal environmental laws and regulations. (Note: this action cannot be assumed by STATE except under 23 U.S.C. 327)	FHWA(2)	FHWA(2)
Categorical Exclusion approval actions (Note this action cannot be assumed by the State except through an assignment under 23 U.S.C. 326 or 327, or through a programmatic agreement pursuant to Section 1318(d) of MAP-21 and 23 CFR 771.117(g))	FHWA(2)	FHWA(2)
PRELIMINARY DESIGN (Design Phase)		
Consultant Contract Selection	STATE (3)	STATE (3)
Sole source Consultant Contract Selection	STATE (3)	STATE (3)
Approve hiring of consultant to serve in a “management” role (Note: this action cannot be assumed by State) [23 CFR 172.9]	FHWA	FHWA
Approve consultant agreements and agreement revisions (Federal non-Major Projects)	STATE	STATE

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
[23 CFR 172.9]		
Approve consultant agreements and agreement revisions on Federal Major Projects [23 CFR 172.9] (Note: this action cannot be assumed by State)	FHWA	FHWA
Approve exceptions to design standards [23 CFR 625.3(f)]	STATE	STATE
Interstate System Access Change [23 USC 111] (Note: this action cannot be assumed by State)	FHWA	N/A
Interstate System Access Justification Report [23 USC 111] (Note: action may be assumed by State pursuant to 23 USC 111(e))	FHWA*	N/A
Airport highway clearance coordination and respective public interest finding (if required) [23 CFR 620.104]	STATE	STATE
Approve Project Management Plan for Federal Major Projects over \$500 million [23 USC 106(h)] (Note: this action cannot be assumed by State)	FHWA	FHWA
Approve innovative and Public-Private Partnership projects in accordance with SEP-14 and SEP-15 (Note: this action cannot be assumed by State)	FHWA	FHWA
Provide pre-approval for preventive maintenance project (until FHWA concurs with STATE procedures) (Note: this action cannot be assumed by State)	FHWA	FHWA
DETAILED / FINAL DESIGN (Design Phase)		
Provide approval of preliminary plans for unusual/complex bridges or structures on the Interstate. [23	FHWA (4)	N/A

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
USC 109(a) and FHWA Policy]		
Provide approval of preliminary plans for unusual/complex bridges or structures (non-Interstate). [23 USC 109(a) and FHWA Policy]	State (4)	STATE
Approve retaining right-of-way encroachments [23 CFR 1.23 (b) & (c)]	STATE	STATE
Approve use of local force account agreements [23 CFR 635.104 & 204]	STATE	STATE
Approve use of publicly owned equipment [23 CFR 635.106]	STATE	STATE
Approve the use of proprietary products, processes [23 CFR 635.411]	STATE	STATE
Concur in use of publicly furnished materials [23 CFR 635.407]	STATE	STATE
RIGHT-OF-WAY (Design and Operational Phases)		
Make feasibility/practicability determination for allowing authorization of construction prior to completion of ROW clearance, utility and railroad work [23 CFR 635.309(b)]	STATE	STATE
Make public interest finding on whether State may proceed with bid advertisement even though ROW acquisition/relocation activities are not complete for some parcels [23 CFR 635.309(c)(3)]	FHWA for Interstate STATE for Non-Interstate	STATE
Ensure compliant ROW certificate is in place [23 CFR 635.309(c)]	STATE	STATE

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
Approve Hardship and Protective Buying [23 CFR 710.503] (If a Federal-aid project) (Note: this action cannot be assumed by State)	FHWA	FHWA
Approve Interstate Real Property Interest Use Agreements [23 CFR 710.405] (Note: this action cannot be assumed by State)	FHWA	N/A
Approve non-highway use and occupancy [23 CFR 1.23(c)]	FHWA for Interstate STATE for Non-NHS	STATE (3)
Approve disposal at less than fair market value of federally funded right-of-way, including disposals of access control [23 U.S.C. 156] (Note: this action cannot be assumed by State)	FHWA	FHWA
Approve disposal at fair market value of federally funded right-of-way, including disposals of access control [23 CFR 710.409] (Note: 23 CFR 710.201 authorizes FHWA and STATE to agree to scope of property-related oversight and approvals for all actions except those on the Interstate System)	FHWA for Interstate for Non-NHS	STATE (3)
Requests for credits toward the non-Federal share of construction costs for early acquisitions, donations or other contributions applied to a project (note: this action cannot be assumed by State)	FHWA	FHWA
Federal land transfers [23 CFR 710, Subpart F] (Note: this action cannot be assumed by State)	FHWA	FHWA
Functional replacement of property [23 CFR 710.509] (Note: this action cannot be	FHWA	FHWA

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
assumed by State)		
SYSTEM OPERATIONS AND PRESERVATION (Design Phase)		
Accept Transportation Management Plans (23 CFR 630.1012(b))	STATE	STATE
Approval of System Engineering Analysis (for ITS) [23 CFR 940.11]	STATE	STATE
PS&E AND ADVERTISING (Design Phase)		
Approve PS&E [23 CFR 630.201]	STATE	STATE
Authorize advance construction and conversions [23 CFR 630.703 & 709] (Note: this action cannot be assumed by State)	FHWA	FHWA
Approve utility or railroad force account work [23 CFR 645.113 & 646.216]	STATE	STATE
Approve utility and railroad agreements [23 CFR 645.113 & 646.216]	STATE	STATE
Approve use of consultants by utility companies [23 CFR 645.109(b)]	STATE	STATE
Approve exceptions to maximum railroad protective insurance limits [23 CFR 646.111]	STATE	STATE
Authorize (approve) advertising for bids [23 CFR 635.112, 309]	STATE	STATE
CONTRACT ADVERTISEMENT AND AWARD (Design Phase)		
All contracts to be done by competitive bidding unless otherwise authorized by law		
Approve cost-effectiveness determinations for construction work performed by force account or by contract awarded by other than competitive bidding [23 CFR 635.104 & .204]	STATE	STATE

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
Approve emergency determinations for contracts awarded by other than competitive bidding [23 CFR 635.104 &.204]	FHWA*	STATE
Approve construction engineering by local agency [23 CFR 635.105]	STATE	STATE
Approve advertising period less than 3 weeks [23 CFR 635.112]	STATE	STATE
Approve addenda during advertising period [23 CFR 635.112]	FHWA or STATE, whichever approved PS&E	STATE
Concur in award of contract [23 CFR 635.114]	STATE	STATE
Concur in rejection of all bids [23 CFR 635.114]	STATE	STATE
Approval of Design-Build Requests-for-Proposals and Addenda [23 CFR 635.112]	STATE	STATE
CONSTRUCTION (Construction Phase)		
Approve changes and extra work [23 CFR 635.120]	STATE	STATE
Approve contract time extensions [23 CFR 635.120]	STATE	STATE
Concur in use of mandatory borrow/disposal sites [23 CFR 635.407]	STATE	STATE
Accept materials certification [23 CFR 637.207]	STATE	STATE
Concur in settlement of contract claims [23 CFR 635.124]	STATE	STATE
Concur in termination of construction contracts [23 CFR 635.125]	STATE	STATE
Waive Buy America provisions [23 CFR 635.410] (Note: this action cannot be assumed by State)	FHWA	FHWA
Final inspection/acceptance of completed work [23 USC 114(a)]	STATE	STATE

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
CIVIL RIGHTS (All phases)		
Approval of Disadvantaged Business Enterprise (DBE) Project Contract Goal set by the State DOT under 49 CFR 26.51(d). [49 CFR 26.51(e)(3)]	STATE	STATE
Acceptance of Bidder's Good Faith Efforts to Meet Contract Goal [49 CFR 26.53] or of Prime Contractor's Good Faith Efforts to Find Another DBE Subcontractor When a DBE Subcontractor is Terminated or Fails to Complete Its Work [49 CFR 26.53(g)] (Note: this action cannot be performed by the FHWA)	STATE	STATE
Equal Employment Opportunity (EEO) Contract Compliance Review [23 CFR Part 230, Subpart D]).	STATE	STATE
Training Special Provision – Approval of Project Goal for training slots or hours [23 CFR Part 230, Subpart A]	STATE	STATE
Training Special Provision – Approval of New Project Training Programs (Note: this action cannot be assumed by State) [23 CFR 230.111(d), (e)]	FHWA	FHWA
FOOTNOTES:		
(1) State is responsible for ensuring that all individual elements of the project are eligible. FHWA will check that the scope of the project as described in submitted project agreement is eligible for the category of funding sought. All final eligibility and participation determinations are retained by FHWA.		
(2) If there is a 23 U.S.C. 326 or 325 assignment or PCE agreement, decisions are handled in accordance with those assignments or agreements.		
(3) State's process and modifications to, or variation in process, require FHWA approval.		

PROJECT ACTION RESPONSIBILITY MATRIX (as of February 6, 2015) (Excluding PoDIs, which are subject to separate PoDI Plans)		
ACTION	AGENCY RESPONSIBLE	
	PROJECTS ON THE NHS	PROJECTS OFF THE NHS
(4)	Unusual/Complex bridges and structures are those that the Division determines to have unique foundation problems, new or complex designs, exceptionally long spans, exceptionally large foundations, complex hydrologic (including climate change and extreme weather events) aspects, complex hydraulic elements or scour related elements, or that are designed with procedures that depart from currently recognized acceptable practices (i.e., cable-stay, suspension, arch, segmental concrete, moveable, truss, tunnels, or complex geotechnical walls or ground improvement systems)	

ATTACHMENT B PROGRAM RESPONSIBILITY MATRIX

PROGRAM ACTION RESPONSIBILITY

The following matrix is an example list of program actions. The Division should refer to <http://our.dot.gov/office/fhwa.hq/OfficeofInfrastructure/hipa/SO/Resources/> for the latest updated version which can be incorporated into the agreement or referenced as a control document. Modify the matrix to reflect the Division and State “Responsible Program Office.” The primary office of contact should be listed, rather than an individual or the approving official.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Appropriations, Allotments, Obligations	31 USC 1341(a)(1)(A)& (B); 31 USC 1517(a); 23 USC 118(b), 23 USC 121	As needed	Not Applicable	Office of Chief Financial Officer	Financial Manager	Planning Division	State will monitor appropriations, allotments and obligations to ensure that all funding is used efficiently within each quarter and use all Obligation Authority (OA) by the end of the year.
Approval of Indirect Cost Allocation Plans (ICAPs)	2 C.F.R Part 200, Subpart E; ASMBC-10	As needed	Not Applicable	Office of Chief Financial Officer	Financial Manager	Finance Division	The State will certify that the ICAP was prepared in accordance with 2 CFR 200 Subpart E.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
FIRE Program Activities	FHWA Order 4560.1C (or as superseded)	Ongoing		Office of Chief Financial Officer	Financial Manager	Finance Division	State will continue to provide oversight and conduct reviews to ensure Federal-aid compliance. FHWA will review and monitor. State responsibilities include multiple tasks in support of risk assessments, conducting reviews and implementation of recommendations.
Audit Coordination/FHWA Financial Statement Audit/State External Audit Reviews/State Internal Audit Reviews	FMFIA, 2 C.F.R Part 200, Subpart F; ; GAAP, CFO Act of 1990; DOT Order 8000.1C	As needed	Not Applicable	Office of Chief Financial Officer	Financial Manager	Audit Division	State assures corrective action is taken to resolve audit findings and FHWA will monitor activities to ensure implementation.
Improper Payments Review	Improper Payments Information Act of 2002, PL 107-300, Improper Payments Elimination and Recovery Act of 2010, PL 111-204, Improper Payments Elimination and Recovery Improvement Act of 2012, PL 112-248	Annually		Office of Chief Financial Officer	Financial Manager	Finance Division	State will provide all information necessary to document sampled payments and FHWA offices will review and complete appropriate data submittal forms.
Transfer of Funds between programs or to other FHWA offices or agencies as requested by State	23 USC 126, 23 USC 132, and FHWA Order 4551.1	As needed	Not Applicable	Office of Chief Financial Officer	Financial Manager	Finance Division	State will submit requests for transfer and FHWA approves and processes the funding transfers between programs, to other States, to other agencies, and to FHWA HQ, Federal Lands, or Research offices.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Reviews of State Transportation Departments Financial Management Systems - Financial Integrity	23 USC 106(g)(2)(A)	Annually	Not Applicable	Office of Chief Financial Officer	Financial Manager	Finance Division	23 USC 106(g)(2)(A) states that the Secretary shall perform annual reviews that address elements of the State transportation departments' financial management systems that affect projects approved under subsection (a).
Review Adequacy of Sub-recipient Project Delivery Systems and Sufficient Accounting Controls to Manage Federal Funds	23 USC 106(g)(4)(A)(i)	As needed	Not Applicable	Office of Chief Financial Officer	Financial Manager	Planning Division	
Periodic Reviews of States Monitoring of sub-recipients	23 USC 106(g)(4)(B)	As needed	Not Applicable	Office of Infrastructure	Financial Manager	Planning Division	
Approval of Increased Federal Share Agreement (Sliding Scale)	23 USC 120(b)(2)	As determined by the Federal Share Agreement	Not Applicable	Office of Chief Financial Officer	Financial Manager	Planning Division	A State must enter into an agreement with FHWA for use of the increased Federal share allowable under this section, which must be reviewed and updated periodically as agreed to in the agreement. States must demonstrate that they are in compliance with the statute and the agreement.
Prepare / Review Title VI Plan Accomplishments and Next Year's Goals	23 CFR 200.9(b)(10)	Annually	1-Oct	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews and comments.
Prepare / EEO Contractor Compliance Plan accomplishments and next year's goals	23 CFR 230, Subpart C, Appendix A, Part I, III	Annually	1-Oct	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews and comments.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Prepare / Review State Internal EEO Affirmative Action Plan (Title VII) Accomplishments and Goals	23 CFR 230.311	Annually	1-Oct	Office of Civil Rights	Civil Rights Specialist	EEO Division	Courtesy copy to HQ.
Review DBE Program Revisions	49 CFR 26.21(b)(2)	As needed	Not Applicable	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division sends to HCR for review and approval as
Prepare / DBE Uniform Awards and Commitment Report	49 CFR 26, Appendix B	Semi-Annual	June 1st December 1st	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division Office reviews and sends to HCR
Prepare / Annual Analysis and Corrective Action Plan (if necessary)	49 CFR 26.47(c)	Annual (as necessary)	December 31st	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division Office approves sends copy to HCR
Prepare / State DBE Program Goals	49 CFR 26.45(f)(1)	Triennial	August 1st	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division reviews and approves; HCC provides legal sufficiency review and approval sends copy to HCR
Prepare / Review On-the-Job-Training (OJT) goals & accomplishments	23 CFR 230.111(b)	Annually	TBA	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews and comments.
Approval of OJT and DBE Supportive Services fund requests	23 CFR 230.113 & 23 CFR 230.204	Annual	TBA	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division recommends approval submits to HCR for final approval
Return of any unused discretionary grant program funding	23 CFR 230.117(2)	Annual	TBA	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division works with HCR and CFO
Prepare / Review of Report on Supportive Services (OJT & DBE)	23 CFR 230.113(g), 230.121(e), 230.204(g)(6)	Quarterly		Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews and comments.
Prepare / Review Annual Contractor Employment Report (Construction Summary of Employment Data (Form PR-1392)	23 CFR 230.121(a); Appendix D to Subpart A, Part 230, General Information and Instructions	Annually	1-Dec	Office of Civil Rights	Civil Rights Specialist	EEO Division	Recommendation sent to HQ for approval.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Prepare / Review State DOT Employment Statistical Data (EEO-4)	23 CFR, Subpart C, Appendix A	Biannual	1-Dec	Office of Civil Rights	Civil Rights Specialist	EEO Division	Report sent to HQ quarterly for informational purposes and recommendation sent to HQ annually for approval.
Prepare / Review Annual Federal Projected Awards Reports - Historically Black Colleges & Universities/Tribal Colleges & Universities/Hispanic Serving Institutes, American Indian Alaskan Native, Asian Pacific & American Islander.	Presidential Executive Orders: 13230, 13256, 13270, 13361, 13515	Annual	TBA	Office of Civil Rights	Civil Rights Specialist	EEO Division	Divisions submit data to HCR who prepares report for DOCR
Prepare / Review ADA Complaint Reports of Investigation	28 CFR 35.190	As needed	Not Applicable	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews, FHWA HQ approves and issues finding.
Review Americans with Disabilities Act (ADA) /Sec. 504 Program Plan accomplishments and next year's goals	49 CFR 27.11(c), EO 12250	Annually	1-Oct	Office of Civil Rights	Civil Rights Specialist	EEO Division	Division office reviews and comments.
Return of unexpended funds used for Summer Transportation Institutes	23 CFR 230.117(2)	Annual	August 30; however, State procurement rules may govern	Office of Civil Rights	Civil Rights Specialist	EEO Division	Divisions work with HCR and CFO
Prepare / Review Request for National Summer Transportation Institute (NSTI) Proposals (SOWs)	23 USC 140(b)	Annual	TBA	Office of Civil Rights	Civil Rights Specialist	EEO Division	Divisions recommend approval. HCR gives final approval
Prepare / Review NSTI Report (questionnaire)	23 USC 140(b)	Annual	October 15th	Office of Civil Rights	Civil Rights Specialist	EEO Division	Divisions provide to HCR
Receipt of State Consultation Process with Tribal Governments	23 CFR 450.210(c)	As needed	Not Applicable	Office of Federal Lands Highway	Environmental Specialist	Engineering Division	Informational Purposes.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Approval of Contracting Procedures for Consultant Selection	23 CFR 172.5 & 172.9	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Determination of High Risk Categories - Limitation on Interstate Projects	23 USC 106(c)(4)(B)	As needed	Not Applicable	Office of Infrastructure	Division Administrator	State Highway Engineer	Office of Program Administration determines national categories and must concur on any State designations.
Approval of State 3R Program	23 CFR 625.4(a)(3), 23 USC 109(n)	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Verify adoption of Design Standards (National Highway System, including Interstate)	23 CFR 625, 23 USC 109(b), 23 USC 109(c)(2), 23 USC 109(o)	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA HQ regulatory action to adopt NHS standards.
Approval of preliminary plans of Major and Unusual Bridges on the Interstate Highway System	(M1100.A)	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	Director of HIBT has approval of preliminary plans of Major and Unusual Bridges on the Interstate Highway System (M1100.A)
Approval of State Standard Specifications	23 CFR 625.3	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Verify State Design Exception Policy complies with FHWA Policy	23 CFR 625.3	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Approval of State Standard Detail Plans	23 CFR 625.3	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Approval of Pavement Design Policy	23 CFR 626.3	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Review of Value Engineering Policy and Procedures	23 CFR 627.1(b)&(c), 23 CFR 627.7 FHWA Order 1311.1B	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Review.
Review of Value Engineering Annual Report	23 CFR 627.7, FHWA Order 1311.1B	Annual	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office collects, reviews, and submits to HQ for review and reporting.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Review and Approval of Interstate Access Requests	23 USC 111, 23 CFR 710, 74 FR 43743-43746 (Aug. 27, 2009)	As needed	Not Applicable	Office of Infrastructure	Division Administrator	Engineering Division	FHWA Division Office approval with concurrence from HQ on more complex access requests.
Approval of Liquidated Damages Rate	23 CFR 635.127	Every 2 years	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval.
Approval of Quality Assurance Program	23 CFR 637.205	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	State administers, with programmatic agreement by the Division Office, as part of their materials testing and construction quality assurance/acceptance program.
Assure Central Laboratory accredited by AASHTO Accreditation Program or FHWA approved comparable program	23 CFR 637.209	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	State administers, with programmatic agreement by the Division Office, as part of their materials testing and construction quality assurance/acceptance program.
Assure Non-STD designated lab performing Independent Assurance sampling and testing accredited by AASHTO Accreditation Program or FHWA approved comparable program	23 CFR 637.209	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	State administers, with programmatic agreement by the Division Office, as part of their materials testing and construction quality assurance/acceptance program.
Assure Non-STD designated lab used in dispute resolution accredited by AASHTO Accreditation Program or FHWA approved comparable program	23 CFR 637.209	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	State administers, with programmatic agreement by the Division Office, as part of their materials testing and construction quality assurance/acceptance program.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Review Independent Assurance Annual Report	23 CFR 637.207	Annually	1-Mar	Office of Infrastructure	Director, E&O Team	Engineering Division	State administers, with programmatic agreement by the Division Office, as part of their materials testing and construction quality assurance/acceptance program.
Assure Labor Compliance - Prevailing Wage Rate	23 USC 113	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Review and Approval
Determination of Eligible Preventive Maintenance Activity - Cost-Effective Means of Extending Useful Life Determination	23 USC 116(e)	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval
Approval of Utility Agreement / Alternate Procedure	23 CFR 645.119	As needed	Not Applicable	Office of Infrastructure	Director, E&O Team	Engineering Division	FHWA Division Office Approval
Approval of Utility Accommodation Policy	23 CFR 645.215, 23 USC 109(l), 23 USC 123	As needed	Not Applicable	Office of Infrastructure	Director E&O Team	Engineering Division	FHWA Division Office Approval
Review Bridge Construction, Geotechnical, and Hydraulics	23 CFR 650	As needed	Not Applicable	Office of Infrastructure	Structures Engineer	Engineering Division	
Review Plans of Corrective Action established to address NBIS compliance issues	23 CFR 650, 23 USC 144	Annually		Office of Infrastructure	Structures Engineer	Engineering Division	Division office performs annual compliance review and reports results to HQ.
Review NBI Data Submittal	23 CFR 650 Subpart C, Annual Memo from HQ, 23 USC 144	Annually	1-Apr	Office of Infrastructure	Structures Engineer	Engineering Division	Division resolve errors with States; States submit to HQ.
Review structurally deficient bridge construction Unit Cost submittal	23 USC 144	Annually	1-Apr	Office of Infrastructure	Structures Engineer	Engineering Division	Submit to HQ.
Review Section 9 of the Rivers and Harbors Act Submittals (Bridge Permits)	23 CFR 650 Subpart H; 33 CFR 114 & 115	As needed	Not Applicable	Office of Infrastructure	Structures Engineer	Engineering Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Approval for reduction of expenditures for off-system bridges	23 USC 133(g)(2)(B)	As needed	Not Applicable	Office of Infrastructure	Division Administrator	Engineering Division	The FHWA Administrator may reduce the requirement for expenditures for off-system bridges if the FHWA Administrator determines that the State has inadequate needs to justify the expenditure.
Determination on Adequacy of State's Asset Management Plan	23 USC 119(5)	Annually beginning second fiscal year after establishment of the process		Office of Infrastructure	Corridor Management Engineer	Planning Division	
Certification and Recertification of States Process for Development of State Asset Management Plan	23 USC 119(6)	Recertification every four years after establishment of the process		Office of Infrastructure	Corridor Management Engineer	Planning Division	
Review Reporting on Performance Targets	23 USC 150(e)	Beginning four years after enactment of MAP-21 and biennially thereafter		Office of Infrastructure	Program Management Analyst	Planning Division	
Review National Highway System Performance Achievement Plan for Actions to achieve the targets (when State does not achieve or make significant progress toward achieving)	23 USC 119(7)	Required if State does not achieve targets (or significant progress) for 2 consecutive reports		Office of Infrastructure	Assistant Division Administrator	Planning Division	
States and sub-recipient failure to maintain projects - Notice and withholding Federal-aid Funds	23 USC 116(d)	As needed	Not Applicable	Office of Infrastructure	Division Administrator	State Highway Engineer	
Emergency Relief (ER) Damage Assessments and Reports	23 CFR 668 23 USC 120 and 125	As needed	Not Applicable	Office of Infrastructure	E&O Team Leader	Disaster Coordinator	Perform with State.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Toll Credit and Maintenance of Effort (MOE) Calculation and Agreement	23 USC 120(i)	Annually		Office of Infrastructure	Financial Manager	Planning Division	State will calculate the amount of eligible toll credit and submit for approval. FHWA will review and approve the request.
Local Public Agency (LPA) Oversight	2 CFR 200.331;; 23 USC 106(g)(4)	As needed	Not Applicable	Office of Infrastructure	E&O Team Leader	Planning Division	States are responsible to ensure that LPAs are aware of all the applicable Federal-aid Program requirements; States are responsible to ensure monitoring and oversight to assure compliance with Federal requirements. 23 USC further reinforces stressing accountability on "project delivery systems" and "accounting controls."
Approval to Sell, Lease or Otherwise Dispose of a Ferry Purchased with Federal-aid Funds	23 USC 129 (c)(6)	As needed	Not Applicable	Office of Infrastructure	Division Administrator	Planning Division	Division Office reviews and submits for Office of Program Administration for Administrator Approval
Territorial Highway Program - Approval of Territory Agreement	23 USC 165(c)(5)	Reviewed and Revised as needed every two years		Office of Infrastructure	N/A	N/A	Division Office works with Office of Program Administration and HCC
TIFIA Credit Program	23 USC 601-609	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	Project sponsors submit requests for credit assistance to the TIFIA JPO for review; approval by the Secretary
GARVEEs	23 USC 122; GARVEE Guidance 3/14	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	MOUs strongly suggested for each GARVEE issue. FM contacts OIPD for review/concurrence before final approval

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
State Infrastructure Banks	NHS Act Section 308; 23 USC 610; SIB Guidance 3/14	Annual Report	Not Applicable	Office of Innovative Program Delivery	Financial Manager	Planning Division	Division sends copy of report to OIPD. SIB submits annual report to Division Office.
Section 129 Tolling Authority Requests	23 USC 129(a)	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	At the option of the project sponsor, may execute a Tolling Eligibility MOU with the Division Office; HIN coordinates FHWA HQ review
Section 166 HOV/HOT Lanes Tolling Authority Requests	23 USC 166(d)	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	At the option of the project sponsor, may execute a Tolling Eligibility MOU with the Division Office; HIN coordinates FHWA HQ review
Value Pricing Pilot Program Tolling Authority Requests	ISTEA Section 1012(b)	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	Requests submitted to HIN to coordinate review; approval by the Administrator
Interstate System Reconstruction and Rehabilitation Pilot Program Tolling Authority Requests	TEA-21 Section 1216(b)	As needed	Not Applicable	Office of Innovative Program Delivery	Division Administrator	Planning Division	Applications submitted to HIN to coordinate review; approval by the Administrator
Annual Audit of Toll Facility Records and Certification of Adequate Maintenance - Report Submittal	23 USC 129(a)(3)(B); TEA-21 Section 1216(b)(5)(B); SAFETEA-LU Section 1604(b)(3)(A); ISTEA Section 1012(b)(3)	Annually		Office of Innovative Program Delivery	Division Administrator	Planning Division	Division Office to receive the reports.
Project Management Plan (Major Projects)	23 U.S.C. 106(h)(2)	Prior to first federal authorization of construction funds for a Major Project	Not Applicable	Office of Innovative Program Delivery	Division Office will conduct concurrent review with HQ Office of Innovative Program Delivery.	State DOT or Project Sponsor will prepare and submit Project Management Plan.	Division Office will provide approval after receiving concurrence from HQ Office of Innovative Program Delivery.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Financial Plan (Major Projects)	23 U.S.C. 106(h)(3)	Prior to first federal authorization of construction funds for a Major Project and then annually.	Annually as noted in the approved Initial Financial Plan	Office of Innovative Program Delivery	Division Office will conduct concurrent review with HQ Office of Innovative Program Delivery.	State DOT or Project Sponsor will prepare and submit annual Financial Plans.	Division Office will provide approval after receiving concurrence from HQ Office of Innovative Program Delivery.
Financial Plan (Other Projects)	23 U.S.C. 106(i)	Prior to first federal authorization of construction funds for an Other Project and then annually.	Annually as noted in the approved Initial Financial Plan	Office of Innovative Program Delivery	Division Office will review and approve Financial Plans for Other Projects in accordance with its stewardship and oversight agreement with the State DOT or Project Sponsor.	State DOT or Project Sponsor will prepare and submit annual Financial Plans to the Division Office, only upon request.	Other Projects are defined as projects with an estimated total cost of \$100 million or more that have not been designated as Major Projects.
Review Designation and Re-designation of Primary Freight Network	23 USC 167(d)	One year after enactment of MAP-21 and every ten years thereafter		Office of Operations	Planning Engineering	Planning Division	Under development, initial PFN designation scheduled for Spring 2014 completion.
Review Development and Update of National Freight Strategic Plan	23 USC 167(f)	Three years after enactment of MAP-21 and every five years thereafter		Office of Operations	Planning Engineering	Planning Division	OST lead
Review Freight Transportation Conditions and Performance Report	23 USC 167(g)	Two years after enactment of MAP-21 and every two years thereafter		Office of Operations	Planning Engineering	Planning Division	OST lead
Review HOV Operations Report for Tolerated Use and Low-Emission and Energy-Efficient Vehicle Use	23 USC 166(d)	Annually		Office of Operations	Planning Engineering	Planning Division	
Congestion Partnerships Assessment	Annual Memo from HQ	Annually	1-Jul	Office of Operations	Planning Engineering	Planning Division	Complete with partners and forward to HQ.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Traffic Incident Management Self-Assessment	Annual Memo from HQ	Annually	1-Jul	Office of Operations	Planning Engineering	Planning Division	Complete with partners and forward to HQ.
Work Zone Self-Assessment	Annual Memo from HQ	Annually	7/1/2013, This project is currently on hiatus and has not been determined whether it will be reestablished or not.	Office of Operations	Safety Engineer	Traffic Engineering Division	Complete with partners and forward to HQ.
Approval of State-Prepared Manual on Uniform Traffic Control Devices - State Traffic Control Manuals	23 CFR 655.603, 23 USC 109(d)	As needed	Not Applicable	Office of Operations	Safety Engineer	Traffic Engineering Division	
Review Vehicle Size & Weight Enforcement Plan	23 CFR 657.11, 23 USC 127	Annually	1-Oct	Office of Operations	Planning Engineer	Traffic Engineering Division	
Review Vehicle Size & Weight Enforcement Certification	23 CFR 657.13, 23 USC 141	Annually	1-Jan	Office of Operations	Planning Engineer	Traffic Engineering Division	
Approval of National Network Modifications	23 CFR 658.11	As needed	Not Applicable	Office of Operations	Planning Engineer	Traffic Engineering Division	
Intelligent Transportation System Architecture & Standards	23 CFR Part 940	As needed	Not Applicable	Office of Operations	Safety Engineer	Traffic Engineering Division	
Approval of Work Zone Significant Project Determination	23 CFR 630.1010	As needed		Office of Operations	Safety Engineer	Traffic Engineering Division	
Approval of Exceptions to Work Zone Procedures for Interstate Projects	23 CFR 630.1010	As needed		Office of Operations	Safety Engineer	Traffic Engineering Division	
Approval of Work Zone Policy and Procedures Conformance Review	23 CFR 630.1014	At appropriate intervals		Office of Operations	Safety Engineer	Traffic Engineering Division	
Process Review of Work Zone Safety and Mobility Procedures	23 CFR 630.1008, 23 USC 109(e)(2), 23 USC 112(g)	Every 2 years		Office of Operations	Safety Engineer	Traffic Engineering Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Approval of State Planning Work Program and Revisions (Part 1)	23 CFR 420.111, 23 CFR 420.115, and 23 CFR 420.209	Annually	Prior to Program Period	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Approval.
Approval of State Research and Development Work Program (Part 2)	23 CFR 420.111, 23 CFR 420.115, and 23 CFR 420.209	Annually	Prior to Program Period	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Approval.
Approval of State's Distribution of Planning Funds Formula - Allocation Formulas for PL Funds	23 CFR 420.109, 23 USC 104(d)(2)(A)(i)	When Revised	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Approval.
Review of State Public Involvement Procedures	23 CFR 450.210(a)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Review to Assure Compliance.
Receipt of State Consultation Process for Non- metropolitan Local Officials	23 CFR 450.210(b)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Informational Purposes.
Review of Long-range Statewide Transportation Plan	23 CFR 450.214	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Review to Assure Compliance.
Approval of Statewide Transportation Improvement Program (STIP)	23 CFR 450.216, 23 CFR 450.218(a) & (c), 23 USC 135(g)(7)	At least every 4 years	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Planning Division	Joint FHWA and FTA approval.
Approval of STIP Amendments	23 CFR 450.218(a) & (c)	As needed	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Planning Division	Joint FHWA and FTA approval.
Finding of Consistency of Planning Process with Section 134 and 135	23 USC 135(g)(8), 23 CFR 450.218(b)	Concurrent with STIP approval	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	FHWA and FTA issue a joint finding concurrent with STIP approval.
Review of State Self-certification that Planning Process is in Accordance with Applicable Requirements	23 CFR 450.218(a)	Submitted with proposed STIP or STIP amendments	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Received with STIP.
Approval of Transportation Management Area (TMA) MPO Unified Planning Work Programs (UPWP)	23 CFR 450.308(b) and 23 CFR 420 (Subpart A)	Prior to Program End	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Approval of Non-TMA UPWA	23 CFR 450.308(b) and 23 CFR 420 (Subpart A)	Prior to Program End	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	May use simplified work statement.
Approval of UPWP Revisions and Amendments (All MPO's)	23 CFR 420.115	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	
Review of UPWP Performance and Expenditure Reports (All MPO's)	23 CFR 420.117(b)	Not more frequently than quarterly	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	
Approval of Report Before Publication (All MPO's)	23 CFR 420.117(e)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Waiver may be granted.
Approval to use Planning Funds outside Urbanized Areas for States Receiving Minimum Apportionment	23 USC 104(d)(1)(A)(ii)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	
Review of Metropolitan Planning Area Boundary (Establishment and Changes)	23 CFR 450.312	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Approval by MPO and the Governor, shape files forwarded to HQ. (Comment: No action is required by FHWA/FTA).
Review of Metropolitan Transportation Planning Organizations (MPO) Designation and Re-designation	23 CFR 450.310	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Require agreement between Governor and local governments.
Review of Metropolitan Planning Agreements (MPA) for Attainment or Entire Nonattainment Area	23 CFR 450.314(a)	When Completed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Between MPO/State DOT/Transit Operator. Included in UPWP or Prospectus (23 CFR 450.314(d)).
Review of MPA - for MPA that do not include the entire nonattainment or maintenance area	23 CFR 450.314(b), 23 USC 109(j)	When Completed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Between MPO/State DOT/State AQ Agency.
Review of MPO Public Participation Procedures	23 CFR 450.316(a)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineering	Planning Division	Must be developed and published.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Review of Metropolitan Transportation Plan (MTP) in Attainment Areas (and Updates)	23 CFR 450.322	Every 4 years	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	
Review of MTP in Non-Attainment and Maintenance Areas (and Updates)	23 CFR 450.322	Every 5 years	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	
Review of MTP Amendments	23 CFR 450.322(c)	As Needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	
Air Quality Conformity Determination on LRTP in Non-attainment and Maintenance Areas	23 CFR 450.322(d)	Concurrent with LRTP updates at least every 4 years and as needed on amendments	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	After receipt of MPO determination; Joint FHWA and FTA determination; In consultation with the Environmental Protection Agency (EPA).
Review of Transportation Improvement Program (TIP)	23 CFR 450.300(a); 23 CFR 450.324(b); 23 CFR 450.328(a); 23 USC 134(j)(1)(D)	Prior to Program Period	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	No succinct Federal approval action is required for the TIP. FHWA/FTA approval of the TIP is through the STIP approval process.
Review of TIP Amendments	23 CFR 450.324(a); 23 CFR 450.328(b)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	No succinct Federal approval action is required for the TIP. FHWA/FTA approval of the TIP is through the STIP approval process.
Approval of Air Quality Conformity Determination on TIP	23 CFR 450.326; 23 CFR 450.328	At least every 4 years, or when the TIP has been modified (unless exempt projects)	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Applies to non-attainment and maintenance areas only. After receipt of MPO determination, joint determination with FTA (in cooperation with EPA).

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Federal Finding of Consistency of Planning Process with Section 134 and 135	23 CFR 450.218(b); 23 CFR 450.334(a)	Concurrent with (S)TIP submittal	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	At least every four years, joint finding with FTA when TIP is submitted.
In Metropolitan Planning Areas, Review of State and MPO Self-certification that Planning Process is in Accordance with Applicable Requirements	23 CFR 450.334 (a), 23 CFR 218(a)	Annually or concurrent with the STIP/TIP cycle	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Required for all MPO's. May be included in the STIP, TIP, or UPWP, at least every 4 years.
In TMA's, Certification that Planning Process is in Accordance with Applicable Requirements	23 CFR 450.334(b), 23 USC 134(k)(5)	Every 4 years		Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Joint FHWA and FTA Certification.
Approval of Federal-Aid Urban Area Boundaries	23 CFR 470.105 (a), 23 USC 101(a)(33)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	
Approval of Revision of Functional Classification	23 CFR 470.105 (b)	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	
Approval by Administrator of Interstate Additions & Revisions	23 USC 103(c)(1)(D), 23 CFR 470.111, 23CFR 470.115 (a)	As needed	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Planning Division	Approval by HQ – Administrator.
Approval by Office Director of National Highway System (NHS) Additions and Revisions	23 USC 103(b)(3), 23 CFR 470.113 and 470.115(a)	As needed	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Planning Division	Approved by HQ - Office Director.
Review of CMAQ Annual Report	CMAQ Guidance Memo October 31, 2006	Annually	1-Mar	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Division provides information on CMAQ projects including: amount of obligation, project description and location, and air quality benefits. The report must be submitted via the web-based CMAQ Tracking System.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Transportation Planning Excellence Awards		Annually	1-Feb	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	Call for entries for the FHWA FTA Transportation Planning and Excellence Awards.
Approval of Local Technical Assistance Program (LTAP) Centers Work Plan and Budget	FHWA LTAP Field Manual	Annually	31-Mar	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA HQ approval.
Approval of Public Involvement Program Procedures	23 CFR 771.111(h), 23 USC 128	As needed	Not Applicable	Office of Planning, Environment & Realty	Director, P & D Team	Engineering Division	
Approval of NEPA Procedures, including Section 4(f)	23 CFR 771; 23 CFR 774; SAFETEA-LU 6007 & 6009, 23 USC 109(h)	As needed	Not Applicable	Office of Planning, Environment & Realty	Director, P&D Team	Engineering Division	
Approval of Noise Policies	23 CFR 772.7, 772.9, and 772.13, 23 USC 109(i)	As needed	Not Applicable	Office of Planning, Environment & Realty	Director, P&D Team	Engineering Division	FHWA approves State' noise abatement policy.
EIS Status Updates	FHWA Strategic Goal - EIS Timeliness	Quarterly	(Fiscal Year - Oct, Jan, Apr, Jul)	Office of Planning, Environment & Realty	Environmental Specialist	Engineering Division	Monitor time required to complete EIS's. Determine projects which have exceeded recommended timeline (3 years). Identify projects which should be listed as dormant. Submit to HEPE.
Endangered Species Act Cost Report		Annually	1-Mar	Office of Planning, Environment & Realty	Environmental Specialist	Engineering Division	
Exemplary Ecosystem Initiatives Applications		Annually	1-Apr	Office of Planning, Environment & Realty	Environmental Specialist	Engineering Division	
Approval of Acquisitions, Appraisals, and Relocations Program and Procedures	49 CFR Part 24, The UA	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Early Acquisitions	23 CFR 710.501	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Local Public Agency Oversight	49 CFR 24.4(b); 23 CFR 710.201	As needed	Not Applicable	Office of Planning, Environment &	Director, E&O Team	Right of Way Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
				Realty			
Approval of Highway Facility Relinquishment	23 CFR 620.203	As needed	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Right of Way Division	
Approval of ROW Disposal Authorization Request	23 CFR 710.409	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of ROW Operations Manual (Organization, Policies and Procedures), Updates, and Certification	23 CFR 710.201	January 1, 2001 and every 3 years thereafter or as required by changes in State law or Federal regulation or law	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of Exception to Charging Fair Market Value	23 CFR 710.403 and 23 CFR 710.409	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of Interstate Real Property Use Agreements	23 CFR 710.405	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of Request for Federal Land Transfer	23 CFR 710.601	As needed	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Right of Way Division	
Approval of Request for Direct Federal Acquisition	23 CFR 710.603	As needed	Not Applicable	Office of Planning, Environment & Realty	Division Administrator	Right of Way Division	
Approval of Outdoor Advertising Policies and Procedures, and Regulation and Procedure Approval	23 CFR 750.304, 23 CFR 750.705, 23 USC 131	As needed	Not Applicable	Office of Planning, Environment & Realty	Director, P&D Team	Right of Way Division	
Approval of Requests to Exempt Certain Nonconforming Signs, Displays, and Devices	23 CFR 750.503	As needed	Not Applicable	Office of Planning, Environment & Realty	Director, P&D Team	Right of Way Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Approval of Railroad Agreement Alternate Procedure	23 CFR 646.220	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of Uniform Act Waivers and Waivers from Availability of Comparable Replacement Dwelling before Displacement	49 CFR 24.7, 49 CFR 24.204(b)	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	Requests reviewed and approved by HEPR Office Director.
Review of Uniform Relocation Assistance & Real Property Acquisition Report -(OMB Form 2125-0030)	49 CFR 24.9c & Appendix B 49 CFR 24.603	Annually	15-Nov	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	Submitted to FHWA Headquarters (HQ).
Review of Real Property Acquisition Statistical Report	FHWA Order 6540.1	Annually	15-Nov	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	
Approval of Management Process and Project Selection Procedures and Certification for Research, Development & Technology Transfer Program and Revisions to Process	23 CFR 420.115 and 23 CFR 420.209	As needed	Not Applicable	Office of Planning, Environment & Realty	Right of Way Manager	Right of Way Division	FHWA Division Office Approval.
Periodic Review of States Management Process of the Research, Development & Technology Transfer Program	23 CFR 420.209	Periodic	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Periodic Review.
Approval of Performance and Expenditure Reports for SPR Research Work Programs	23 CFR 420.117	No less frequently than annual and no more frequently than quarterly	90 Days After End Of Period	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Approval.
Approval of SPR research reports	23 CFR 420.117	Prior to publication unless prior approval is waved	Not Applicable	Office of Planning, Environment & Realty	Planning Engineer	Planning Division	FHWA Division Office Approval unless waived.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Annual Traffic Reports	Traffic Monitoring Analysis System and Traffic Monitoring Guide reporting	When Published	As needed	Office of Highway Policy information	Planning Engineer	Planning Division	When Published
Approval of Annual Field Review Report	HPMS Field Review Guidelines (June 2001) Continuous Process Improvement Model for HPMS(February 2003)	Annually	1-Nov	Office of Highway Policy information	Planning Engineer	Planning Division	Review memo to HQ.
Approval of Certified Public Road Mileage	23 CFR 460.3(b)	Annually	1-Jun	Office of Highway Policy information	Planning Engineer	Planning Division	Each year, the Governor of each State and territory or a designee must certify Public Road Mileage. FHWA division reviews the Mileage and sends to HQ with division review/concurrence. This is reported to NHTSA for Apportionment of Safety Funds.
Approval of Data Submittal	23 CFR 420.105(b), HPMS Field Manual	Annually	15-Jun	Office of Highway Policy information	Planning Engineer	Planning Division	State DOT sends directly to Division Office and HQ.
Highway Statistics Reports	Guide to Reporting Highway Statistics			Office of Highway Policy information	Planning Engineer	Planning Division	State DOT of Division Office sends directly to HQ.
Motor Fuels Report	A Guide to Reporting Highway Statistics, Chapter 2	Due 60 days after end of each reporting month		Office of Highway Policy information	Planning Engineer	Planning Division	
Vehicles and Drivers (561, 562, 566, and 571)	A Guide to Reporting Highway Statistics, Chapters 3, 4, 5, and 6	1-Apr	1-Apr	Office of Highway Policy information	Planning Engineer	Planning Division	
Finance (531, 532, 541, 542, and 543 (optional))	A Guide to Reporting Highway Statistics, Chapters 8 and 9	1-Apr	1-Apr	Office of Highway Policy information	Financial Manager	Planning Division	
Transportation Bond Referendums	A Guide to Reporting Highway Statistics, Chapter 9	When Published	When Published	Office of Highway Policy information	Financial Manager	Planning Division	

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
State DOT / Toll Authority Audits and Published Annual Reports and Form 539 (optional)	A Guide to Reporting Highway Statistics, Chapter 10	When Published	When Published	Office of Highway Policy information	Financial Manager	Planning Division	Annually, Due as soon as available.
Finance (536)	A Guide to Reporting Highway Statistics, Chapter 11	30-Sep	30-Sep	Office of Highway Policy information	Financial Manager	Planning Division	Biennially for odd-numbered years. Due nine months after end of reporting year
Finance (534)	A Guide to Reporting Highway Statistics, Chapter 12	15-Jun	15-Jun	Office of Highway Policy information	Financial Manager	Planning Division	Annually for State, Biennially for local
Highway Finance and Tax Legislation	A Guide to Reporting Highway Statistics, Chapter 13	When Published	When Published	Office of Highway Policy information	Financial Manager	Planning Division	
State DOT Budgets and Published Annual Reports	A Guide to Reporting Highway Statistics, Chapter 13	When Published	When Published	Office of Highway Policy information	Financial Manager	Planning Division	
Motor Fuel Oversight Review	July 24, 2001 HQ Memo	Initial baseline reports no later than December 31, 2003		Office of Highway Policy information	Planning Engineer	Planning Division	Annual progress reports and statement of verification by June 30. Submitted via UPACS.
Review of Biennial - Toll Facilities in the United States	23 CFR 450.105(b) HPMS Field Manual	Biennially - Odd Years	June 15 (Odd Years)	Office of Highway Policy information	Planning Engineer	Planning Division	Division Office sends to HQ.
State Highway Maps (Tourist)		When Published	When Published	Office of Highway Policy information	Planning Engineer	Planning Division	Two copies to each Division Office and 100 copies to HQ.
Traffic Flow Maps		When Published		Office of Highway Policy information	Planning Engineer	Planning Division	When Published.
Vehicle Classification Data	MAP-21, HPMS Field Manual, Traffic Monitoring Guide	15-Jun	15-Jun	Office of Highway Policy information	Planning Engineer	Planning Division	Part of Annual HPMS submittal.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Highway Use Tax Evasion Grant Awards	23 USC 143	Annual	Not Applicable	Office of Highway Policy information	Planning Engineer	Planning Division	FHWA along with the Internal Revenue Service will review applications and select awardees for projects designed to reduce or eliminate fuel tax evasion. FHWA will also review annual progress reports on projects.
Heavy Vehicle Use Tax (HVUT) – Certification of verifying proof-of-payment of HVUT	23 CFR 669.7	1-Jul	1-Jul	Office of Highway Policy information	Planning Engineer	Planning Division	Each year, the Governor of each State, or a designee must certify that the State is verifying that the HVUT has been paid before they issue or renew registrations on vehicles over 55,000 lbs. The HVUT program is administered by the Internal Revenue Service.
Heavy Vehicle Use Tax (HVUT) – Certification of verifying proof-of-payment of HVUT	23 CFR 669	Annual	1-Jan	Office of Highway Policy information	Planning Engineer	Planning Division	Each year, the Governor of each State, or a designee must certify that the State is verifying that the HVUT has been paid before they issue or renew registrations on vehicles over 55,000 lbs. The HVUT program is administered by the Internal Revenue Service.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Heavy Vehicle Use Tax (HVUT) – Triennial review of State program	23 CFR 669.21	Triennial	Not Applicable	Office of Highway Policy information	Planning Engineer	Planning Division	Every 3 years, the local Division Office will perform a review of the State process for verifying that the HVUT has been paid before a registration can be issued or renewed for vehicles over 55,000 lbs. The HVUT program is administered by the Internal Revenue Service.
Permanent ATR Data	Heavy Vehicle Travel Information System Field Manual	Monthly	Monthly	Office of Highway Policy information	Planning Engineer	Planning Division	Submit monthly, within 20 days after the close of the month for which the data were collected.
Continuous Automatic Vehicle Classifier Data	Heavy Vehicle Travel Information System Field Manual	Monthly	Monthly	Office of Highway Policy information	Planning Engineer	Planning Division	Send up to one week of data per quarter
Weight and Vehicle Classification Data Collected at Weigh-in-motion sites	Heavy Vehicle Travel Information System Field Manual	15-Jun	As needed	Office of Highway Policy information	Planning Engineer	Planning Division	WIM data collected at non-continuous sites during a year should be submitted by June 15 of the following year. If continuous WIM data are available, then up to one week of data per quarter.
Approval of MAP-21 compliant SHSP update within the legislatively required timeframe.	23 U.S.C. 148 (d)(2)(B)	Non Recurring	By Aug. 1 of the fiscal year after the HSIP final rule is established	Office of Safety	Planning Engineer	Planning Division	FHWA Division Offices provide copy of SHSP process approval letter to HQ.
Highway Safety Improvement Program (HSIP) and Railway-Highway Crossing Program (RHCP) Reports	23 USC 148(h), 23 CFR 924.15	Annually	31-Aug	Office of Safety	Safety Engineer	Traffic Engineering Division	As per MAP-21 guidance, reports are due to FHWA Division Office by August 31st and to the Office of Safety by September 30.

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
Transportation Performance Management (TPM) for Safety	23 USC 150, 23 USC 134, 23 USC 135, 23 USC 148(i)	Annually	31-Aug	Office of Safety	Safety Engineer	Traffic Engineering Division	Per MAP-21, States and MPOs must set targets for established measures. Targets must be assessed for achievement
Review Drug Offender Driver's License Suspension Law & Enforcement Certification (Section 159)	23 USC 159 23, CFR 192.5	Annually	1-Jan	Office of Safety	Safety Engineer	Traffic Engineering Division	Certifications due to the Division Office by January 1.
Section 154/164 Compliance Status - Funds Reservation	23 USC 154 and 23 USC 164	Annually	30-Oct	Office of Safety	Safety Engineer	Traffic Engineering Division	States must submit a Shift letter to the Division Office by Oct. 30 indicating how to apply the penalty. New penalty states have additional time. The Office of Safety processes the compilation of information in a memo to the CFO.
Review Safety Belt Compliance Status	23 USC 153, 23 CFR 1215.6	Annually	Annually	Office of Safety	Safety Engineer	Traffic Engineering Division	NHTSA
High Risk Rural Roads (HRRR) Special Rule	23 USC 148(g)(1)	Annually	Annually	Office of Safety	Safety Engineer	Traffic Engineering Division	After the final FARS and HPMS data are available, FHWA HQ will inform the States if the HRRR Special Rule applies for the following FY.
Older Drivers and Pedestrians Special Rule	23 USC 148 (g)(2)	Annually	31-Aug	Office of Safety	Safety Engineer	Traffic Engineering Division	States should include in their annual HSIP reports (due August 31st) the calculations performed, verifying whether the Older Driver Special Rule applies in the State. If the Special Rule applies to a State in a given year, the State must include in its

Activity	Authority	Frequency	Due Date	FHWA HQ Program Office	FHWA Division Responsible Program Office	State DOT Responsible Program Office	Remarks
FHWA Emergency Preparedness Program	Executive Order 12656 and FHWA Order 1910.2C	As needed	Not Applicable	Office of Operations	Director, E&O Team	Disaster Coordinator	subsequent SHSP strategies to address the increases in the fatality and serious injury rates for drivers and pedestrians over the age of 65. National Programs.

ATTACHMENT C MANUALS AND OPERATING AGREEMENTS

STATE DOT Manuals

Consultant Services Manual
Design Directives
Value Engineering Manual
Standard Details, Volumes I, II & III
Bridge Design Manual
Bridge Inspection Manual
Drainage Manual
Traffic Engineering Directives
Sign Fabrication Details
Workzone Traffic Control Manual
Adjustment and Relocation of Utilities Manual
Contract Award Manual
Construction Manual
Standard Specifications
Supplement Specifications
Erosion and Sediment Control Manual
STIP Operating Guidelines
Grants Administration Manual
Scenic Byways Manual
Research Manual
Materials Procedures.

Operating (Programmatic) Agreements

Programmatic CE Process
Section 7 Consultation MOU
NEPA/404
Section 106 Programmatic Agreement

ATTACHMENT D

Stewardship and Oversight Indicators

ID	PERFORMANCE INDICATOR/MEASURE	GOAL (PER YEAR)	AGREED/ PROPOSED (REPORT CYCLE) Calendar Year	LEAD REPORTING AUTHORITY	SUPPORTING JUSTIFICATION FOR PERFORMANCE INDICATOR/MEASURE AND OTHER COMMENTS
	Civil Rights				
1	DBE Participation – Percent of Total DBE Participation	>8.66	Annual	WVDOT/ Civil Rights	The purpose of this measure is to determine the level of progress in achieving DBE participation. Calculated by dividing the “Total DBE Participation (Dollars)” by the “Total Dollar Value of Prime Contracts Completed”.
2	EEO Compliance Reviews – percent of project reviews by EEO Division	>60%	Annual	WVDOT/ Civil Rights	The purpose of this measure is to ensure 60% of federal aid of projects have reviews for EEO Compliance by the EEO Division
3	EEO –Number of contractor compliance reviews.	>7	Annual	WVDOT/ Civil Rights	The purpose of this measure would be to identify potential EEO problems that could affect Federal-aid eligibility. WVDOT conducts these reviews annually. Reports are reviewed by FHWA.
	Financial Management				
4	Obligation Authority - Percent of obligation authority used during Fiscal Year	100%	Quarterly	FHWA/ Financial	This measure shows the ratio of Federal funds actually obligated in FMIS to the total Federal funds available to obligate. The majority of Federal funds provided to the State annually must be obligated within that same fiscal year. The rate should be 100% by the end of each September. Divide the "Federal Funds Obligated" by the "Total Limitation Amount" (found in FMIS under Limitation Data tab)
5	Advanced Construction – Percent of Advanced Construction authorized as compared to annual apportionment.	Monitor	Annual	WVDOT/ Financial	Measures dollar amount of projects authorized as Advance Construction with core funding compared to State annual apportionment of core funding. Total cumulative Advance Construction balance (shown on FMIS W10 report) core funding only divided by annual State apportionment amount of core funding (shown in annual apportionment notice dated Oct 1st.
6	Inactive Obligations – Percent of obligated but unexpended balance for all inactive projects compared to total annual apportionments.	<2%	Quarterly	FHWA/ Financial	Measures length of time a project has not incurred expenses within specified time and dollar thresholds. Projects are deemed inactive obligation meaning federal funds were committed, or obligated, but the project is not advancing. Mandated in 23 CFR; helps gauge effective administration of Federal funds and project management. Dollar amount of projects identified as inactive (shown in FMIS Q reports) divided by annual State apportionment (shown in annual apportionment Notice dated Oct 1 st .

	Bridge				
7	Routine Inspections - Percent of routine bridge inspections on schedule.	100%	Annual	WVDOT/ Bridge	Shows how many routine bridge inspections were completed no later than 24 months since the previous routine inspection. In order to be in compliance with the NBIS, 100% of Routine bridge inspections must be completed within 24 months. Previous Bridge inspection date plus 24 months.
8	Underwater Bridge Inspections - Percent of Underwater bridge Inspections on schedule.	100%	Annual	WVDOT/ Bridge	Shows how many underwater bridge inspections were completed no later than 60 months since the previous underwater inspection. In order to be in compliance with the NBIS, 100% of Underwater bridge inspections must be completed within 60 months. Previous Underwater bridge inspection date plus 60 months.
9	Fracture Critical Inspections - Percent of Fracture Critical Inspections on schedule.	100%	Annual	WVDOT/ Bridge	Shows how many fracture critical bridge inspections were completed no later than 24 months since the previous fracture critical inspection. In order to be in compliance with the NBIS, 100% of fracture critical bridge inspections must be completed within 24 months. Previous Bridge inspection date plus 24 months.
	Planning				
10	STIP – Percentage of STIP advanced	75%	Annual	WVDOT/ Planning	Measures the effectiveness of the programming process. Based on project authorizations in STIP divided by total project authorizations.
11	STIP Response Time -FHWA Responsive Time for Approval of STIP Amendments	<10 days	Annual	FHWA	Measures FHWA responsiveness to STIP process. Base on the difference between the date requests are received and date of approval letters.
	Environment				
12	Notice of Violations - Federal-aid construction projects completed and receiving a Notice of Violations (NOV)	<25	Annual	WVDOT	The purpose of this measure is to track the number of construction projects completed that have received a notice of violation This could be tracked by having the project notify the District Env Coordinators and/or identified person when violations occur. The overall goal would be to reduce the number to zero but it is understood that this may not be attainable.
	Notice of Violations - Federal-aid construction projects completed and receiving a Consent Order (CO)	<10	Annual	WVDOT	The purpose of this measure is to track the number of construction projects completed that have received a consent order This could be tracked by having the project notify the District Env Coordinators and/or identified person when violations occur. The overall goal would be to reduce the number to zero but it is understood that this may not be attainable.
13	Mitigation Commitments - % of environmental mitigation commitments completed according to the identified timeframes (i.e. schedule vs. completed)	>90 %	Annual	WVDOT/ Environmental	The purpose of this measure is to track how well the WVDOT is fulfilling commitments made in the environmental process. The data would be gathered from WVDOT during the adherence to DD-252

	Design				
14	Cost Growth - Percent unplanned cost growth during design stage on projects completed this calendar year.	<10%	Annual	WVDOT	The purpose of this measure is to assess cost growth during design stage. This is calculated on the original consultant agreement estimate divided by the total amount of supplemental agreements.
15	Schedule Growth –Average number of days between planned and actual PS&E completion dates on projects completed this calendar year.	50% are <60 days	Annual	WVDOT	The purpose of this measure is to track schedule growth on Federal-aid design projects. Difference in the actual PS&E date and the original PS&E date from the WVDOT project tracking system.
16	PS&E Response Time - Average FHWA response time for PS&E comments	<10	Annual	FHWA	This measure tells us how long it takes area engineers to provide PS&E comments from the date final PS&E package are received. This is calculated by taking the average number of days between PS&E package received and date comments submitted to the WVDOT.
	ROW				
17	Conditional ROW Certifications - Percentage of Federal-aid construction projects with clear R/W certifications at time of construction authorization.	75%	Annual	WVDOT/ROW	The purpose of this measure is to assess whether the state is experiencing any problems such as extra project delays or costs due to the recent increase in conditional right of way certifications being granted. The data should be able to be gleaned either from project reports done by the area engineers or from ROW's periodic reports to FHWA Finance.
	Safety				
18	Delivery of Safety Projects - Percent of Highway Safety Improvement Program (HSIP) funding obligated.	33%	Quarterly	FHWA/ Safety	The purpose of this measure is to assess the efficiency of the Highway Safety Improvement Program (HSIP) by tracking the obligation rate of program funds. This value is determined by dividing the total amount of HSIP funds apportioned to West Virginia (SAFETEA-LU + Extensions + MAP-21) by the total amount of HSIP funds obligated.
19	Number of completed RSA's	5	Annual	WVDOT/ Safety	The purpose of this measure is to identify the number of completed RSAs during a specified time period. RSAs provide an effective means for a multidisciplinary team to recommend safety countermeasures to improve safety on a particular section of roadway or intersection. For purposes of this measure, an RSA must be completed with involvement of at least one District employee and one employee from the Traffic Engineering Division
	Contract Administration				

20	Days to Process a Change Order – Average number of days for the WVDOT to process a Change Order	<45	Annual	WVDOT/ Contract Admin	This measure gives us an indication of efficiency of the WVDOT to process a Change Order This is calculated from submitted date to the signing of the Change Order by the Deputy State Highway Engineer.
21	Days to Process a Change Order – Average number of days for the FHWA to process a Change Order	<10	Annual	FHWA	This measure gives us an indication of efficiency of the FHWA to process a Change Order This is calculated from the time it is submitted to FHWA until it is signed by them.
22	Addendums - Average # of non-routine addendums per job	<2	Annual	WVDOT/ Contract Admin	Give an indication of the completeness of the PS&E at the time of letting. Count the number of addendums in the CY.
	Construction				
23	Engineer's Estimate: Percent of projects with low bid within +/- 10% of Engineer's Estimate. (Contract Award vs. Engineering Estimate)	50%	Annual	FHWA/ Construction	The purpose of this measure is to assess the accuracy of the low bid vs. Engineer's Estimate. FHWA's guidance states that low bid should be within +/- 10% of the Engineer's Estimate for at least 50% of the projects.
24	Schedule Growth – % of Federal-aid construction projects with work completed by contract completion date.	>90%	Annual	WVDOT/ Construction	Assesses the ability to predict project completion dates, taking into account work windows, working days, weather And work type. This serves the public by completing projects on predicted date.
25	Cost Growth – The percentage of total Final Contractor Payment to the total Contract Award amount.	<10%	Annual	FHWA/ Construction	Assesses the quality of the design, PS&E, and effective project management. For all Federal-aid construction projects > \$1 million closed during the FY, calculate the aggregate percent of project cost change by subtracting the project cost at time of letting (low bid amount) from the project contract cost at the time of final project closeout and dividing that number by the project low bid amount.
	Management of Consultants				
26	Agreement - Time to process the agreement in Engineering Division per project.	90%	Annual	WVDOT/ Consultant Services	Gives an indication of the health for the consultant management process. % of agreements completed by an established completion date
27	Supplemental - Number of unplanned supplemental per project	<1	Annual	WVDOT/ Consultant Services	Provides an indication on how well work was planned.

CHAPTER 2

DESIGN-BUILD RIGHT OF WAY PROCESS

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Example	Design-Build RFP	2-1
Example	Letter of Interest.....	2-2
Example	RW3 Signature Request	2-3
Example	Waiver Valuation Approval	2-4
Form RW Checklist-DB	Design-Build Project Checklist.....	2-5

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

REQUEST FOR PROPOSAL (RFP)

The Design-Build “Request for Proposal” (RFP) will contain a section dedicated to right of way. It is important to read that part of the agreement to understand the requirements of a specific project. The following is an example of the right of way section of such a project:

VIII. RIGHT OF WAY

DOH does not intend to acquire any additional right of way for this project. CONTRACTOR shall design and construct the project in such a manner that the construction limits are contained within existing right of way as depicted in Exhibit B.

Acquisition of any additional area desired by CONTRACTOR for, but not limited to, construction, construction staging, demolition activities, waste or borrow pits shall be the responsibility of CONTRACTOR. CONTRACTOR shall provide DOH the location and documentation for these additional areas. CONTRACTOR shall furnish DOH a copy of any agreements for the use of additional properties in conjunction with the construction of the Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments.

Acquisition of any additional area desired by CONTRACTOR for design purposes outside the existing limits shown in Exhibit B shall be the responsibility of CONTRACTOR. Such acquisitions may be obtained by CONTRACTOR only upon the approval of DOH. CONTRACTOR must submit an environmental re-evaluation covering any additional areas outside the current environmental clearance for DOH approval prior to any ROW acquisition and/or construction activity. CONTRACTOR will not be entitled to any additional cost or time for the acquisition of these additional areas. CONTRACTOR shall acquire property in accordance with all Federal and State laws and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Act of 1970, as amended (the “Uniform Act”) and as further delineated under the provisions of 23 CFR, 49 CFR and Chapter 54, Articles 1, 2, and 3 of the Official Code of West Virginia of 1931, as amended. **The CONTRACTOR shall, as a part of their team, employ the services of a ROW consultant, familiar with the requirements of the Uniform Act and 23 CFR and 49 CFR, whose selection shall be reviewed by the DOH and whose work will be subject to the review of the DOH, to complete any such acquisition.** The acquisition of property shall follow the guidelines as established by DOH, together with all other applicable State and Federal guidelines. The CONTRACTOR shall submit procedures for handling ROW acquisitions and relocations to DOH for approval prior to commencing ROW activities. DOH shall make the ultimate determination in each case as to whether settlement is

Exhibit A – Agreement

appropriate or whether the filing of a condemnation action is necessary, taking into consideration the recommendations of CONTRACTOR.

Should the CONTRACTOR not be able to acquire any properties outside the ROW limits, and such acquisition is deemed by the DOH as minimally affecting the purchased ROW, the DOH will use its power to acquire such properties by eminent domain. The CONTRACTOR shall pay all costs associated with the use of eminent domain and shall pay the amount of any judgment, settlement or final decree arising from any eminent domain proceeding. The final decision to resolve any such condemnation matter will be at the sole discretion of the DOH.

The DOH will not exercise eminent domain for acquisitions deemed by the DOH to substantially affect the current ROW. The DOH will consider any proposed ROW action that results in the current ROW limits not being required for construction of the project as substantially affecting the purchased ROW. Therefore, the DOH shall not exercise its eminent domain powers to acquire the proposed additional ROW. The final decision to determine whether any proposed ROW action substantially affects the current ROW, and therefore whether eminent domain will be exercised, shall be at the sole discretion of the DOH.

CONTRACTOR shall provide adequate access to all occupied properties to ensure emergency and personal vehicle access.

Utility service shall be available to all occupied properties at all times prior to, throughout the relocation process, and after the utility relocation is complete.

Open burning shall not occur within 1,000 feet of an occupied dwelling or any coal.

The DOH shall provide a ROW project manager who will serve as a point of contact for all ROW issues. The DOH ROW project manager shall make the final determination with regard to CONTRACTOR's for determining compliance with the Uniform Act and state regulatory compliance. The DOH ROW Manager shall be Ward Lefler for this project.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

LETTER OF INTEREST EXAMPLE

Consultant Company Letterhead

DATE

LETTER OF INTEREST

Mr./Ms. NAME
ADDRESS
CITY, STATE ZIP CODE

Project #: _____, Parcel _____
Project Name: _____, County _____

Dear Mr./Ms.:

This letter of interest is to inform you that your property may be affected by the above referenced West Virginia Division of Highways (WVDOH) project. As a part of this project, the WVDOH may be acquiring some or all of your property. Please be advised that you may be contacted by Appraisers and/or Right of Way Agents on the behalf of the WVDOH who will be collecting information needed prior to an offer being presented to you.

To assist in this project, (**R/W Consultant**) has been contracted to provide acquisition services on behalf of (**Highway Contractor**). One of their representatives will contact you to discuss the project and will explain the rights and benefits that you may be entitled to. Enclosed for your review at the West Virginia Division of Highways pamphlets, "A Guide for Property Owners and Tenants" as well as the "Relocation Assistance Moving Cost Replacement Housing Appeal's" brochure. These pamphlets explain WVDOH acquisition and relocation procedures.

WVDOH requests your cooperation to be extended to them as we begin this stage of the project. The representatives of (**R/W Consultant**) may be reached at **xxx-xxx-xxxx**.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

WAIVER VALUATION APPROVAL

Consultant Company Letterhead

DATE

**(Name, Address and Email of
District Right of Way Manager)**

Dear (Name of District RW Manager),

SUBJECT: (Project Number, Project Name, County, Parcel No., Owner's Name)

NOMINAL VALUATION - \$25,000 MAXIMUM

**The property owner on the above referenced project has accepted an offer of
\$ _____, under the Waiver Valuation criteria.**

**It is my opinion that this sum is not less than the just compensation that they would
have received for the take and damages if a formal appraisal had been prepared.**

Very truly yours,

**Right of Way Agent
Consultant Company Name**

**Approved By: _____
District RW Manager Name**

**_____
Date**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

DESIGN-BUILD PROJECT CHECKLIST

State Project

DOH

District

of Parcels

Federal Project

County

ITEM	YES or NO	DATE	APPROVED / DENIED	DATE MAILED
Letter of Interest Received -- Step 2.01.4				
RW 1 & 2's Received -- Step 2.01.5				
Questionnaires Received -- Step 2.01.5				
RW3's Received -- Step 2.01.6				
RW3 Title Page Signed -- Step 2.01.7				
Notice to Proceed Issued by District --Step 2.01.7				
Title Work Received -- Step 2.02.2				
Title Work Forwarded to Charleston -- Step 2.02.3				
Appraisal/Review Appraisal Signed (Form 6.10C) -- Step 2.02.4				
Appraisal/Review Appraisal Forwarded to Charleston -- Step 2.02.4				
Waiver Valuation/Documentation for offer prices (Form 5.13) Received -- Step 2.02.5				
Administrative Settlement Documentation/Approvals				
Negotiation -- RW 6.11; RW 5.13; Deeds & Comp's Received and Evaluated -- Step 2.02.6 & 2.02.7				
Closing -- Received and approved all Documents				
Relocation Documents Received -- RHP; Moving Costs; 90-Day & 30-Day Letter -- Step 2.02.9				
Condemnation - 3 Attempt Dates for Negotiation/Documents Returned to District				
Condemnation Packet Forwarded to Charleston				
Property Management -- Securing Property for Safety & Protection of Assets -- Step 2.02.10				
Right of Way Certificates Issued by District -- Step 2.02.11				
Final Documentation Received from Design Build Consultant -- Step 2.02.12				

COMMENTS:

District Agent / Manager Signature

Date Completed / Sent to CO

CHAPTER 3

ESTIMATE AND FIELD REVIEW

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Form RW 3.01	Access Road Analysis.....	3-1
Form RW 3.02	Hazardous Waste Initial Site Visual Survey.....	3-2

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

ACCESS ROAD ANALYSIS

Scheme _____ of _____

State Project _____ County _____ Date _____

Area Being Studied: _____

Parcels Affected: _____

Description of Access Road: _____

Type and Width of Surface: _____

Maximum Grade: _____ Length: _____

A. Right of Way Costs

1. Cost of Damages Without Access \$ _____

2. Less Cost of Damages With Access - _____

3. Severance Damage Savings \$ _____

B. Access Road Cost

4. Construction Cost of Access Road \$ _____

5. Additional R/W (if not included above) \$ _____

6. Total Cost of Access Road \$ _____

C. Comparison

Severance Damage Savings (3) vs.
Construction Cost (6)

(3) minus (6) = \$ _____

or

(6) minus (3) = \$ _____

Other Factors to be Considered: _____

D. Recommendation -

Note: A print showing the parcels affected and the Access Road is attached.

By: _____ Date _____ Signature _____

Attachments ☐ Yes ☐ No

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

HAZARDOUS WASTE INITIAL SITE VISUAL SURVEY

State Project _____ County _____ Date _____

Project Name: _____ Route Number: _____

Current Land Usage: _____ Setting: Urban ☐ Rural ☐

Project Features: New R/W ☐ Structure Acquisition ☐ Excavation ☐

Utility Relocation ☐ Cemetery ☐

1.) Known Hazardous Waste Sites Located Within Project Limits

Parcel or Station Number, Current Use and Type of Contaminant:

2.) Potential Hazardous Material Sites

Parcel or Station Numbers and Identifying Information Regarding Hazards: (Storage Tanks, Possible Underground Tanks, Landfill, Transformers, Drums, Visible Spills, Surface Contamination, etc.)

3.) Structures Requiring Asbestos Inspection

Parcel or Station Numbers and Demo Number:

Note: Photos of each site With Parcel/Station Number on back required for all potential sites, except those structures requiring Asbestos Tests.

Comments:

By: _____ Date _____ Signature _____

CHAPTER 4
LEGAL SECTION

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Form RW 4.01	Contract for Title Search & Report.....	4-1
Form RW 4.03	Instructions for Title Examination.....	4-2
Example	Certificate of Title.....	4-3
Example	Statement of Charges for Title Examination & Report	4-4
Form RW 4.02	Closing Contract	4-5
Form RW 4.05	Closing Statement	4-6
Form RW 4.06	Closing Certificate	4-7
Form RW 4.01A	Contract for Updated Title Search & Report	4-8
Example	Statement of Charges for Closings	4-9
Form RW 4.07	Supplemental Claim for Reimbursement.....	4-10

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**CONTRACT FOR TITLE SEARCH AND REPORT
(PER PARCEL)**

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ (hereinafter referred to as the "Lawyer").

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Lawyer shall perform a title search and furnish WVDOH with a certificate reporting the status of title to a certain Parcel(s) of land situate in _____ County, West Virginia, more particularly shown and designated as Parcel No. _____, upon WVDOH plans for State Project No. _____, Federal Project No. _____, (commonly known as _____ (commonly known as "____"). The title search shall include:
 - _____ Surface Only (60-Year Search)
 - _____ Minerals Only
 - _____ Surface and Minerals
2. Lawyer's report shall be based upon standard practices of lawyers performing real estate title examinations in West Virginia and in conformity with Instructions for Title Examinations (Form RW 4.03, Rev. 10/2018).
3. Lawyer represents and warrants to WVDOH that its employees, and the employees of any approved sub-contractor, performing work hereunder shall have sufficient expertise, training, and experience to accomplish said work.
4. Lawyer shall furnish the Legal Section of the Right of Way Division of Highways (hereinafter referred to as "Legal Section") with an original, electronic copy of the title report. (Paper copies are no longer necessary).
5. Lawyer shall be paid the sum of \$ _____ per hour for work hereunder and shall be reimbursed the sum of \$ _____ per hour for travel time plus: (1) the actual cost of obtaining photocopies from the Courthouse of deeds, plats, maps and surveys and other documents necessary or desirable for the work; (2) postage, certified and registered mail costs and overnight service delivery costs; verified statements for the aforesaid services (together with receipts for said copies, if any) shall be submitted to the Legal Section in at the time the title certificate is submitted to Legal Section. (3) attorney will not be reimbursed for meal, lodging or mileage expenses.
6. Lawyer agrees to fully accomplish said services and submits reports to the Legal Section by _____ (30 days) at 4:30 p.m., unless additional time is granted by the Legal Section. Any request for additional time must be made in writing, including by electronic mail to the Legal Section and any authorization thereof must be made in writing. Time is of the essence in this contract and WVDOH reserves the right to cancel the same in the event Lawyer fails to perform said services within the time limit, or extension thereof. Notice of cancellation of the contract may be delivered by personal service, first-class mail postage prepaid or facsimile to the address or facsimile number of Lawyer shown below. WVDOHs' liability for payment shall extend only to the title reports received by the Legal Section prior to cancellation of the contract.
7. Parcels to be acquired by WVDOH are sometimes eliminated due to plan changes. Notice of such elimination shall be given by email, United States mail or facsimile to Lawyer, after receipt of which Lawyer shall perform no further services with respect to such parcel. Division hereby specifically reserves the right to modify this contract by the cancellation of such parcel in which case there shall be liability only for services performed by Lawyer prior to receipt of notice of such change.
8. This is a personal service contract and is not assignable in whole or in part by Lawyer either in whole or in part. Lawyer shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the work without WVDOH prior written consent which may be withheld as WVDOH determines in its sole discretion. Any such purported assignment shall be void.
9. During the performance of this contract, Lawyer shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employee or applicant because of race, religion, color, sex, national origin, or disability and will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) which are herein incorporated by reference and made a part of this contract. These provisions shall be fully and effectively enforced and failure to comply therewith shall be regarded as a material breach of this agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
11. This Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

FIRM NAME
ATTORNEYS NAME

Signature of Lawyer

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

INSTRUCTION FOR TITLE EXAMINATION

In the performance of contract for title search and report, the attorney's report to the West Virginia Department of Transportation, Division of Highways, shall always include the following elements and should substantially follow the form appended hereto.

1. Caption: Each sheet must show project number and parcel number.
2. Period of Search: Not less than 60 years.
3. Description: Adequate legal description of the tract examined. This should normally be by accurate metes and bounds. In the case of urban lots, lot numbers and reference to recorded maps or plats are usually sufficient, in which case a copy of such map should also be submitted. A description and complete deed reference must be furnished for any and all outconveyances from the assigned parcel. Unless it can be ascertained that such outconveyance is clearly outside the area needed for right of way, a complete report of the present status of the title and such outconveyance shall be submitted to Division. Attorney shall provide copies of all deeds of outconveyance made since the last deed of record. Attorney shall provide a copy of all instruments from which current property owner acquired title. If current property owner did not acquire by deed, provide copy of most recent deed which contains an accurate legal description of property.
4. Ownership: List all parties that have any vested ownership rights in the property and explain what each party's ownership rights are.
5. Liens and Encumbrances: Sufficient information as to each lien as will enable an attorney to prepare a proper release. Easements of record should be noted here. Please indicate if a lien is invalid or has expired by statute.
6. Restrictions and Reservations: Note severance of minerals, if any. (It may be necessary to go back more than 60 years to determine whether the minerals have been severed.)
7. Other Defect and Objections: Include here any title questions not includable above. In the event that any information furnished to the abstracting attorney is not verifiable from the records or is in conflict therewith the attorney, in his title report, shall state specifically the matters that are not verifiable, or which are in conflict.
8. Recent Evidence of Value: Declared value, stamps affixed to most recent deeds, or appraisals of record.
9. Taxes: Complete entry from recent land book payment status including map and parcel numbers (a 10-year search of tax records is sufficient).

10. Certification: The attorney certifies his opinion relating to ownership and source of title. In the event that present owners acquired by will or laws of descent and distribution, the history of the title should be derived in full from the last owners who acquired by deed.
11. Liability Insurance: The attorney must certify that at the time of performing the services under contract with the Division he was covered by not less than \$100,000 of professional liability or practice insurance.
12. Necessary Parties in Condemnation: List all parties who should be named in any necessary court action. Also, list addresses of parties, if possible, so that proper service may be made when necessary.
13. Other Sources of Information: While title examinations are entered on the indexed records in the Office of the Clerk of the County Commission of the county wherein the property lies, it is often necessary to seek information in the Office of the Circuit Clerk, Assessor, and Sheriff.
14. Copies: In the past, title attorneys were asked to send a paper original and three paper copies of their reports. However, we are now communicating and sending documents via electronic mail; therefore, all those copies are no longer necessary. (If a report is too large to send via email, please provide it on a DVD, flash drive or similar electronic media.) An electronic copy signed in BLUE INK is acceptable and unless otherwise directed, hard copies are not necessary. This reduces the amount of paper we process and will cut costs and save time for vendors. As always, please let the Right of Way Legal Department know if you have any questions.
15. Direction: All questions of a legal nature should be directed to the Legal Section of the Right of Way Division and questions concerning the project or plan sheets should be addressed to the District Right of Way Agent.

WV Department of Transportation Division of Highways
 Right of Way Division
 1900 Kanawha Boulevard, East
 Building Five, Room 110
 Charleston, WV 25305-0430
 (304) 558-3505

16. Sample Report: Attached is a suggested form of report.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CERTIFICATE OF TITLE EXAMPLE

Lawyer's Letterhead

DATE

West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard, East
Building 5, Room 820
Charleston, West Virginia 25305-0430

Contract No.: _____
Project No.: _____
Parcel No.: _____
Name of Property Owners: _____

Dear Sir or Madam:

I do hereby certify that I have made a personal examination of the records in the Office of the Clerk of the County Commission of the County of _____, State of West Virginia, and based upon such examination and subject to the correctness of the indices and records therein, and subject further to any state of facts not appearing of record, I am of the opinion that the good and marketable fee simple title to the following described property is vested in in _____ (Property Owners) which property owners acquired said property to by (source of title) (See Instruction – Paragraph 10).

1. Description of Property
2. List deeds of trust, mortgages, vendors liens, judgment, Federal and State tax liens, mechanics liens, leases, restrictions and reservations, and any other liens, encumbrances or defects affecting said property.
When listing the following, please provide the requested information:

Trust Deeds:

Trust Deed Book Number and Page Number:

Date of Instrument:

Parties:

Beneficial Owner and Address:

Description of Indebtedness:

Secured:

Date of Recordation:

Judgments:

Judgment Lien Docket Number and Page Number:

Parties and Civil Action Number:

Court Rendering Judgment:

Date of Judgment:

Date of Docketing:

Address of Judgment Creditors:

Government Liens:

Federal, State, and Municipal Liens:

Book and Page:

Date:

Amount of Lien and Period for Which Filed:

Account No. or Identification of Lien (i.e. State Consumer Sales, B&O, Sewer, Etc.):

3. That said property is assessed on the Land Books of District, County, West Virginia, as follows:

Year:

Name:

Ticket No. and/or Account No.:

Description: (Tax Map No., Parcel No., and Land Book Description)

Class:

Value of Land:

Value of Improvements:

Amount of Taxes – Per Hall:

4. The taxes on such property have been paid up to and including the year _____.
5. The recent evidences of value are as follows:
(List declared value or give value of stamps affixed to recent deeds in the chain of title and consideration of any sales in last five years).
6. That I further certify that as of the date hereof, I am covered with lawyer's liability or practice insurance to the extent of not less than \$100,000.00.
7. In the event of condemnation proceedings, the following persons or corporations should be made parties thereto:

8. That my examination of the records of the records concerning the above described property covers a period of sixty years past, up to and including the _____ day of _____, at _____ o'clock, ____M of that day.
9. Attached are copies of: (1) most recent deed to the subject property; (2) all other documents which the current owner obtained title; (3) deeds of all out conveyances since the last deed of record; (4) any pertinent maps and plats; and (5) attorney's work papers.

Attorney

Address

Email Address _____

Phone _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

STATEMENT OF CHARGES FOR TITLE EXAMINATION AND REPORT - EXAMPLE

Attorney's Letterhead

West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard, East
Building Five, Room 820
Charleston, WV 25305-0430

(Federal Identification Number or Social
Security Number)

STATEMENT OF CHARGES FOR TITLE EXAMINATION AND REPORT

PROJECT NO. _____

CONTRACT NO. _____

PARCELS NO(S).	PROPERTY OWNER(S) NAME	AMOUNT
(Each Parcel No. should be listed separately)	(Property owner(s) name)	\$800.00
Travel Time (If Applicable)	\$50.00 per hour	\$ 0.00
Courthouse Copies (If applicable)		\$ 0.00
GRAND TOTAL FOR TITLE EXAM:		\$ 0.00

IMPORTANT NOTES:

- The hourly rate for title examination work and travel time specified above may not be changed.
- When billing for copies from the Courthouse, the cost must be shown on this statement and the ORIGINAL of the receipt from the Courthouse must be attached
- Please add each parcel number with the corresponding owner's name on a separate line.

I, _____, the undersigned, do solemnly swear that the above statement is true and correct, representing actual work performed in compliance with the above referenced closing contract and that payment therefor has not yet been received.

(NAME), Attorney at Law

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

CLOSING CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ residing at _____ in the City of _____ State of _____ (hereinafter referred to as the "Lawyer"), collectively referred to herein as (the "Parties").

WHEREAS, a certificate of title has been obtained by WVDOH with respect to the title to each of certain parcels of land situate in _____ County, West Virginia, more particularly shown and designated as Parcel No. _____ upon WVDOH plans for State Project No. _____ (commonly known as " _____ ").

WHEREAS, WVDOH is desirous of employing Lawyer to represent WVDOH in acquiring the title to said property and Lawyer is willing to accept such representation.

THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Lawyer agrees to perform the following services: Examine and update title with respect to said Parcels from the date of the prior title certificates; make provision for the payment and release of record of all liens and encumbrances, if any; submit for recordation the deed conveying each Parcel from the property owners to WVDOH (the deed will be prepared by WVDOH), and prepare and deliver to WVDOH a Closing Certificate (Form RW 4.06) and State Warrant Receipt (Form RW 9.04) for each Parcel. Approved sub-contractor, performing work hereunder shall have sufficient expertise, training, and experience to accomplish said work.
2. Lawyer shall be paid the sum of \$ _____ per hour for work hereunder and shall be reimbursed the sum of \$ _____ per hour for travel time plus: (1) the actual cost of obtaining photocopies from the Courthouse of deeds, plats, maps and surveys and other documents necessary or desirable for the work; (2) postage, certified and registered mail costs and overnight service delivery costs; (3) the actual cost of any fees, including but not limited to wire transfer fees, associated with the payment and release of record of any liens and encumbrances; and, (4) the actual cost of any other fees associated with the closing which are approved in writing and in advance by WVDOH. Verified statements for the aforesaid services shall be submitted to WVDOH and the actual time devoted to each parcel shall be set forth thereon. Lawyer has been advised it is the WVDOH's experience that services herein contemplated do not normally exceed five hours per parcel. If Lawyer determines that more than five hours will be required to close a parcel, Lawyer shall promptly advise the Legal Section of the WVDOH's Right of Way Division giving an estimate of the additional time required and requesting written authority from the Director of the Right of Way Division to proceed. Time charged in excess of five hours will only be paid if approved in writing in advance by the Director of the Right of Way Division. Attorney will not be reimbursed for meal, lodging or mileage expenses.
3. **STATE WARRANTS:** State warrants for closings expire after six months. Accordingly, the closing attorney must return any warrant for a closing which cannot be timely completed at least sixty (60) days prior to its expiration to facilitate canceling and reissuing the state warrant.
4. Lawyer agrees to fully accomplish said services by _____ (30 days) at 4:30 p.m., unless additional time is granted in writing (including electronic mail) by WVDOH. Time is of the essence in this contract and WVDOH reserves the right to cancel this contract in the event Lawyer fails to perform said services within the time limit, or extension thereof. Notice of cancellation of the contract may be delivered by personal service, first-class mail postage prepaid or facsimile to the address or facsimile number of Lawyer specified below. WVDOH liability for payment shall extend only to the title reports received by the Legal Section prior to cancellation of the contract.
5. This is a personal service contract and is not assignable by Lawyer either in whole or in part. Lawyer shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of work hereunder without WVDOH's prior written consent which may be withheld as WVDOH determines in its sole discretion. Any such purported assignment shall be void.
6. During the performance of this contract, Lawyer shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employee or applicant because of race, religion, color, sex, national origin, or disability and will comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21). These provisions shall be fully and effectively enforced and failure to comply therewith shall be regarded as a material breach of this agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
8. This contract constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Contract No. _____

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

ATTORNEYS FIRM
ATTORNEYS NAME

Signature of Lawyer

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CLOSING STATEMENT

The purpose of this statement is to account for all money involved in the transfer of property to the West Virginia Department of Transportation, Division of Highway

NAME AND ADDRESS OF SELLER(S): _____ _____ _____	PROJECT NO.: _____ STRUCTURE NO.: _____ PARCEL NO.: _____ DOH DISTRICT NO.: _____ COUNTY: _____

1. GROSS AMOUNT DUE TO SELLER \$ _____
2. REDUCTIONS IN AMOUNT DUE TO SELLER:
 - a. LIENS AND ENCUMBRANCES:(INSERT NAME AND ADDRESS OF LIEN OR ENCUMBRANCE HOLDER)

i. _____	\$	_____
ii. _____	\$	_____
iii. _____	\$	_____
 - b. 20___ REAL PROPERTY TAXES DUE AND PAYABLE ON DATE OF CLOSING:
\$ _____
3. 20___ REAL ESTATE TAXES FOR CURRENT CALENDAR YEAR IF PAYABLE ON DATE OF CLOSING (PRORATED AND ONLY IF CLOSING IS AFTER JULY 1):
\$ _____
4. WEST VIRGINIA 2.5% WITHHOLDING FOR SALE OF REAL PROPERTY BY NON-RESIDENTS OF THE STATE UNDER W.Va. CODE §11-21-71b:
\$ _____
5. OTHER DEDUCTIONS (DESCRIBE DEDUCTION)

i. _____	\$	_____
ii. _____	\$	_____
iii. _____	\$	_____

NET AMOUNT DUE TO SELLERS: \$ _____

AMOUNT PAID TO EACH SELLER AT CLOSING:

NAME: _____ Amount \$ _____

NAME: _____ Amount \$ _____

NAME: _____ Amount \$ _____

NAME: _____ Amount \$ _____

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

CLOSING AGENT SIGNATURE

DATE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CLOSING CERTIFICATE

Project Number	Parcel Number(s)
DOH District Number	County

TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS:

1. A deed dated the _____ day of _____, 20____, conveying an interest in the above parcel (s) to the West Virginia Department of Transportation, Division of Highways, from (**Name All Grantors**)

was recorded in the Office of the Clerk of the above-named County on the _____ day of _____, 20____, at _____ o'clock _____ M., in Deed Book _____, Page _____ or Instrument Number, (if available).

2. Title to said interest was updated by the undersigned in the Office of the said Clerk from the _____ day of 20____, at _____ o'clock _____, the certification date of the title report, to the time of recording as above stated.

3. Liens and encumbrances set forth in the title report were handled as follows: (If there were none, so state.)

a. _____

b. _____

c. _____

4. Liens and encumbrances not set forth in the title report were handled as follows: (If there were none, so state.)

a. _____

b. _____

Date

Closing Attorney or if none,
DOH Right of Way Agent

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

CONTRACT FOR TITLE SEARCH AND REPORT (PER PARCEL)

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ (hereinafter referred to as the "Lawyer").

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Lawyer shall perform an updated title search and furnish WVDOH with a certificate reporting the status of title to a certain Parcel(s) of land situate in _____ County, West Virginia, more particularly shown and designated as Parcel No. _____, upon WVDOH plans for State Project No. _____, Federal Project No. _____, (commonly known as _____ (commonly known as "____"). The title search shall include:
 - _____ Surface Only (60-Year Search)
 - _____ Minerals Only
 - _____ Surface and Minerals
2. Lawyer's report shall be based upon standard practices of lawyers performing real estate title examinations in West Virginia and in conformity with Instructions for Title Examinations (Form RW 4.03, Rev. 10/2018). **When performing a title update, please attach to the updated title report a copy of the vesting instrument(s) even if the instrument(s) is/are the same as the report being updated.** Lawyer should perform an updated title examination from the certification date of _____ to present on Parcel No. _____.
3. Lawyer represents and warrants to WVDOH that its employees, and the employees of any approved sub-contractor, performing work hereunder shall have sufficient expertise, training, and experience to accomplish said work.
4. Lawyer shall furnish the Legal Section of the Right of Way Division of Highways (hereinafter referred to as "Legal Section") with an original, electronic copy of the title report. If you are doing a title update, please attach to the updated title report a copy of the vesting instrument(s) even if the instrument(s) is/are the same as the report being updated. (Paper copies are no longer necessary).
5. Lawyer shall be paid the sum of \$ _____ per hour for work hereunder and shall be reimbursed the sum of \$ _____ per hour for travel time plus: (1) the actual cost of obtaining photocopies from the Courthouse of deeds, plats, maps and surveys and other documents necessary or desirable for the work; (2) postage, certified and registered mail costs and overnight service delivery costs; verified statements for the aforesaid services (together with receipts for said copies, if any) shall be submitted to the Legal Section in at the time the title certificate is submitted to Legal Section. (3) attorney will not be reimbursed for meal, lodging or mileage expenses.
6. Lawyer agrees to fully accomplish said services and submits reports to the Legal Section by _____ (30 days) at 4:30 p.m., unless additional time is granted by the Legal Section. Any request for additional time must be made in writing, including by electronic mail to the Legal Section and any authorization thereof must be made in writing. Time is of the essence in this contract and WVDOH reserves the right to cancel the same in the event Lawyer fails to perform said services within the time limit, or extension thereof. Notice of cancellation of the contract may be delivered by personal service, first-class mail postage prepaid or facsimile to the address or facsimile number of Lawyer shown below. WVDOHs' liability for payment shall extend only to the title reports received by the Legal Section prior to cancellation of the contract.
7. Parcels to be acquired by WVDOH are sometimes eliminated due to plan changes. Notice of such elimination shall be given by email, United States mail or facsimile to Lawyer, after receipt of which Lawyer shall perform no further services with respect to such parcel. Division hereby specifically reserves the right to modify this contract by the cancellation of such parcel in which case there shall be liability only for services performed by Lawyer prior to receipt of notice of such change.
8. This is a personal service contract and is not assignable in whole or in part by Lawyer either in whole or in part. Lawyer shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the work without WVDOH prior written consent which may be withheld as WVDOH determines in its sole discretion. Any such purported assignment shall be void.
9. During the performance of this contract, Lawyer shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employee or applicant because of race, religion, color, sex, national origin, or disability and will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) which are herein incorporated by reference and made a part of this contract. These provisions shall be fully and effectively enforced and failure to comply therewith shall be regarded as a material breach of this agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.

11. This Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

FIRM NAME
ATTORNEYS NAME

Signature of Lawyer

Date

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SUPPLEMENTAL CLAIM FOR REIMBURSEMENT

Expenses incidental to transfer of property to the
WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION, DIVISION OF HIGHWAYS

Parcel No.	Project No.
District	County

Date of Claim: _____

Title to the designated parcel, formerly owned by the undersigned, hereinafter designated as “Claimant”, regardless of number, was acquired by the West Virginia Department of Transportation, Division of Highways (formally The State Road Commission of West Virginia and the West Virginia Department of Highways) on the _____ day of _____, _____, (insert date of execution and delivery of deed or date of entry of court order, whichever is applicable).

Real property taxes for the calendar year _____ constituted a lien against said parcel on said date buy were not then due, ascertainable or payable.

Claimant thereafter paid said taxes in the amount of \$_____ And is entitled to be reimbursed on a Pro rata basis for that portion of taxes paid that are attributable to the property acquired by the West Virginia Department of Transportation, Division of Highways, as aforesaid.

CALCULATION OF CLAIM:

Real Property Taxes

1. (actual amount paid, less interest and penalties, if any)

\$

2. ☐ Whole Taking ☐ Partial Taking (Check One)

3. If a partial taking, adjust assessment to reflect amount of tax attributable to part taken and enter

\$

4. Per week assessment (divide amount opposite 1 or 3, whichever is less, by 52)

\$

5. Number of weeks remaining in calendar year from date of vesting of title or date of possession, whichever is earlier

6. Product of per week assessment and number of weeks

\$

(Amount of Claim)

Claimant requests that payment be made to: _____
Whose address is: _____

_____ (Claimant)	_____ (Claimant)
_____ (Claimant)	_____ (Claimant)
_____ (Claimant)	_____ (Claimant)

APPROVED: _____
Right of Way Attorney

Director, Right of Way Division

Date

Date

CHAPTER 5

ACQUISITION SECTION

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Example	Right of Way Uniform Real Property Acquisition Policies - Assurances	5-1
Form RW 5.01	Right of Way Questionnaire	5-2
Form RW 5.02A	Negotiation Sheet – First Visit When Offer Made	5-3
Form RW 5.02B	Negotiation Sheet – Follow Up Visit	5-4
Form RW 5.02C	Negotiation Sheet – First Visit (Waiver Valuation).....	5-5
Form RW 5.02D	Negotiation Sheet – Follow Up Visit (Waiver Valuation).....	5-6
Form RW 5.24	Negotiator’s Certificate.....	5-7
Form RW 5.03	Option	5-8
Form RW 5.03A	Addendum “A”	5-8A
Example	Right of Way Pamphlet “A Guide for Property Owners & Tenants”..	5-9
Form RW Checklist-AQ	Acquisition Checklist	5-10
Form RW 5.13	Waiver Valuation Statement of Just Compensation & Summary.....	5-11
Form RW 5.21	Certificate of Acquisition.....	5-12
Form RW 5.05	Acceptance of Option	5-13
Form RW 5.25	Request to Institute Condemnation.....	5-14
Form RW 5.22	Certificate Advancement of Compensation for Property	5-15
Form RW 5.15	Agreement – Test Hole Drilling	5-16
Form RW 5.16	Agreement & Release – Test Hole Drilling	5-17
Example	Notice.....	5-18
Example	Right of Way Certificate.....	5-19

Form RW Checklist-CPC Condemnation Packet Checklist	5-20
Form RW 5.04 Functional Replacement Worksheet	5-21
Example Memorandum – Accepted Waiver Valuation	5-22
Example Memorandum – Not Accepted Waiver Valuation	5-23
Example Negotiator’s Progress Report / Tracking Spreadsheet	5-24
Example Temporary Construction Easement	5-25
Example 30-Day Letter	5-26
Example 90-Day Letter	5-27
Example Letter of Entry	5-28
Example Notification of Waiver Valuation & Request for Appraisal	5-29
Example Letter of Interest	5-30

EXAMPLE
ASSURANCESOPERATING POLICY AND PROCEDURES OF THE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS, FOR COMPLIANCE WITH
TITLE III OF PUBLIC LAW 91-646

In compliance with Chapter 54, Article 3, Section 3 of the Code of West Virginia, and in order to encourage and expedite the acquisition of real property by agreement with owners; to avoid litigation and relieve congestion in the Courts; to assure consistent treatment for owners in the many Federal programs; and to promote public confidence in both State and Federal land acquisition practices, the West Virginia Division of Highways shall, to the greatest extent practicable, be guided by the following policies when acquiring property on Federally assisted projects.

(1) The West Virginia Division of Highways shall make every reasonable effort to acquire real property expeditiously by negotiations.

(2) Before the initiation of negotiations, real property shall be appraised and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property.

(3) Prior to the initiation of negotiations for real property, the West Virginia Division of Highways shall establish an amount which it believes to be just compensation therefor and shall make a prompt offer to acquire the property for the full amount so established. In no event shall such amount be less than the Division's approved appraisal of the fair market value of such property. Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property should be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property. The West Virginia Division of Highways shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount established as just compensation. Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated.

(4) No owner shall be required to surrender possession of real property before the West Virginia Division of Highways pays the agreed purchase price or deposits with the Court in accordance with appropriate State and Federal law for the benefit of the owner, an amount not less than the Division's approved appraisal of the fair market value of such property, or the amount of the award of compensation in the condemnation proceeding for such property. All Right of Way Certificates will reflect whether the property owner has been paid the agreed purchase price or a deposit has been made with the appropriate court.

(5) The construction or development of a public improvement shall be so scheduled that, the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling or to move his business or farm operation, without at least ninety days' written notice from the West Virginia Division of Highways in accordance with previously issued and approved procedures.

(6) If the West Virginia Division of Highways permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the Division on short notice, the amount of rent required shall not exceed the fair rental of the property to a short-term occupier.

(7) In no event shall the West Virginia Division of Highways either advance this time of condemnation or defer negotiations or condemnation and the deposit of funds in Court for the use of the owner, or take any other action coercive in nature, in order to compel an agreement on the price to be paid for the property.

(8) If any interest in real property is to be acquired by exercise of the power of eminent domain, the West Virginia Division of Highways shall institute formal condemnation proceedings. The Division of Highways shall not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking or his real property.

(9) If the acquisition of only a part of a property would leave its owner with an uneconomic remnant, the West Virginia Division of Highways shall offer to acquire the entire property. Whenever possible, the existence of an uneconomic remnant will be predetermined by appraisal – appraisal review personnel, and a recommendation will be made to the Director to acquire such remnant.

(10) Notwithstanding any other provision of law, if the West Virginia Division of Highways acquires any interest in real property, it shall acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property so acquired and which is required to be removed from such real property or which the Division determines will be adversely affected by the use to which such real property will be put.

(11) For the purpose of determining the just compensation to be paid for any building, structure, or other improvement required to be acquired by paragraph (10) above, such building, structure, or other improvement shall be deemed to be a part of the real property to be acquired notwithstanding the right or obligation of a tenant as against the owner of any other interest in the real property, to remove such building, structure, or improvement at the expiration of his term, and the fair market value which such building, structure, or improvement contributes to the fair market value of the real property to be acquired, or the fair market value of such building, structure, or improvement for removal (i.e. salvage) from the real property, whichever is greater, shall be paid to the tenant therefor.

(12) Payment under paragraphs (10) and (11) above shall not result in duplication of any payments otherwise authorized by law. No such payments shall be made unless the owner of the land involved disclaims all interest in the improvements of the tenant. In consideration for any such payment, the tenant shall assign, transfer, and release to the West Virginia Division of Highways all his right, title, and interest in and to such improvements.

(13) The West Virginia Division of Highways, as soon as practicable after the date of payment of the purchase price or the date of deposit in Court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the earlier, shall reimburse the owner, to the extent the West Virginia Division of Highways deems fair and reasonable, for expenses the owner necessarily incurred for –

(a) recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the West Virginia Division of Highways;

(b) penalty cost for prepayment of any preexisting recorded mortgage entered into in good faith encumbering such real property; and

(c) the pro-rata position of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the West Virginia Division of Highways, or the effective date of possession of such real property by the West Virginia Division of Highways, whichever is the earlier.

(14) (A) The Circuit Court having jurisdiction of a proceeding instituted by the West Virginia Division of Highways to acquire real property by condemnation shall award the owner of any right, or title to, or interest in such real property such sum as will in the opinion of the Court reimburse such owner for his reasonable costs, disbursements and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of the condemnation proceedings, if –

(a) the final judgment is that the Division of Highways cannot acquire the real property by condemnation;

(b) the proceeding is abandoned by the West Virginia Division of Highways.

(B) Any award made pursuant to subsection (a) of this section shall be paid by the West Virginia Division of Highways.

(C) In the case of inverse condemnation, the property owner will be reimbursed for his reasonable cost, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of such proceeding, only in instances where the inverse condemnation is successfully brought by the plaintiff.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

RIGHT OF WAY QUESTIONNAIRE

State Project _____

DOH District _____ Parcel _____

Federal Project _____

County _____

Owner(s) _____

Spouse’s Name _____

Address _____

ZIP _____

Phone No(s) _____

am _____

pm _____

Email _____

Receive Correspondence by Email ☐ Yes ☐ No

If separate, owner and type of Minerals/Timber/etc. _____

Liens (Deeds of Trust, Vendor's Liens, Judgment Liens, etc.) _____

Name in which Property is Assessed _____

Acct. No. _____

Land Area/type of Property (Residential/Commercial) _____

Public/Private Utilities (List and sketch location if private) _____

Cemetery/Burial Sites: ☐ Yes ☐ No – if yes sketch location on reverse side
Septic System: ☐ Yes ☐ No – if yes sketch location on reverse side
Underground Storage Tank(s): ☐ Yes ☐ No – if yes sketch location on reverse side

IF THIS PROPERTY WAS OBTAINED BY A DEED, PLEASE GIVE FOLLOWING INFORMATION:

Grantor _____

Grantee _____

Date of Deed _____

DB _____

P _____

Declaration of Value _____

Magisterial District _____

Tax Map _____

Parcel _____

IF OBTAINED THROUGH WILL OR LAWS OF DESCENT AND DISTRIBUTION:

From Whom Inherited _____

WB _____

P _____

Executor _____

Phone No(s) _____

Address _____

ZIP _____

Previous Deed Date _____

DB _____

P _____

(If no Will, attach list of heirs including addresses, telephone numbers, etc., and decedent's place and date of death)

IF PROPERTY IS HELD OR OCCUPIED BY SOMEONE OTHER THAN OWNER, GIVE FOLLOWING INFORMATION:

Lessee or Tenant _____

Phone No(s) _____

Address _____

ZIP _____

Oral Agreement or Written Lease _____

Initiated _____

Expires _____

Option to Renew _____

Rent (Month/Year) _____

Occupant(s) (List) _____

Are Improvements Tenant Owned? _____

If so, Describe _____

Oil, Gas, Coal Leases: ☐ Yes ☐ No – if so, with whom: _____

Obtained From _____

Date _____

Signature _____

Obtained By _____

Date _____

Signature _____

(Use reverse side for additional information, sketches, etc.) Attachments ☐ Yes ☐ No

INSTRUCTIONS
FOR COMPLETION OF RIGHT OF WAY QUESTIONNAIRE

General:

1. Accuracy is important
 2. Fill out Form Completely – if an item is Not Applicable, enter N/A – If an item is Unknown, enter Unknown – DO NOT leave spaces blank!
 3. If owners own other property in the area, find out what you can about location, land area, improvements, etc.
-
1. Prior to going to the courthouse, complete those parts of the questionnaire found on the Right of Way plans such as, State and Federal Numbers (Use Right of Way Project Numbers – NOT Construction), County, Right of Way District Number and tentative Parcel Number, Apparent Property Owner(s), if known.
 2. At the courthouse obtain:
 - a. Name in which Property is assessed
 - b. Tax Account Number
 - c. Deed References, Grantor, Grantee, Book & Page, Consideration, Magisterial District, Tax Map and Tax Parcel Number(s)
 - d. Deeds of Trust, Liens and Judgments
 - e. If property was obtained by inheritance:
 1. Name from whom inherited
 2. Will Book and Page
 3. Executor's Name, Address and Phone Number(s)
 4. Prior Deed References (Book and Page)
 3. During Contact with Owner(s) and Occupants obtain:
 - f. Owner(s) full legal name(s) and marital status
 - g. Mailing address of owner(s)
 - h. Name of Spouse if pertinent
 - i. Information on mineral ownership and timber ownership
 - j. Type of property and improvements (residential, commercial)
 - k. List all private and public utilities
 - l. If there is a tenant occupant (even if related to owner):
 1. Name of tenant, address and phone number
 2. Relationship to owner, if any
 3. Information about rental agreement or lease; Rent Paid
 4. Names, sex and ages of all occupants

ADDITIONAL INFORMATION

RIGHT OF WAY NEGOTIATION SHEET Form RW 5.02A Rev. 10/2018 WEST VIRGINIA DIVISION OF HIGHWAYS		SHEET NO. _____ FIRST VISIT WHEN OFFER MADE _____	
OWNER: Name, Address and Telephone No.		Project No.	County
Minority _____ Non-Minority _____ Female _____		Parcel No.	
		Highway Project Name:	
Approved Valuation for Negotiation \$ _____ or \$ _____ if owner retains structures			
NEGOTIATIONS			
Date	Beginning Time	Ending Time	Place of Contact
Persons Present			
Brief summary of the explanation made of the West Virginia Division of Highways Acquisition Procedure: _____			
Brief Summary of the explanation of the full effect of take: _____			
Offer made for land and improvements (Amount) _____			
Offer made for minerals (Amount) _____			
Offer made to allow owner to retain improvements and appurtenances (Amount) _____			
Any Counter offers _____			
R/W pamphlet delivered to _____ Date _____			
Relocation brochure delivered to _____ Date _____			
Copy of deed/option delivered to _____ Date _____			
Statement of Compensation delivered to _____ Date _____			
Replacement housing amount _____ Given to _____			
(See Ch.12 - Form RW 12.13)			

Reason Settlement Cannot be Made:

Comments of Owner or his Representative and other Pertinent Data:

Negotiator

RIGHT OF WAY NEGOTIATION SHEET Form RW 5.02B Rev. 10/2018 WEST VIRGINIA DIVISION OF HIGHWAYS		SHEET NO. _____ FOLLOW UP VISIT	
OWNER: Name, Address and Telephone No.	Project No.	County	Parcel No.
	Highway Project Name:		
Approved Valuation for Negotiation _____ or \$ _____ if owner retains structures			
NEGOTIATIONS			
Date	Beginning Time	Ending Time	Place of Contact
Persons Present			
Brief summary of any further explanation of the effect of take: _____			
Offer made for land and improvements (Amount) _____			
Offer made for minerals (Amount) _____			
Offer made to allow owner to retain improvements and appurtenances (Amount)			
Any Counter offers _____			
Reason settlement cannot be made: _____			
Comments of Owner or his Representatives and Other Pertinent Data in Addition to Information Set Forth in Negotiation Sheet for Prior Visits. If more space is needed, use reverse side. _____			
Signature of Negotiator _____			

RIGHT OF WAY SHEET FOR WAIVER OF APPRAISAL NEGOTIATIONS Form RW 5.02C Rev. 10/2018 WEST VIRGINIA DIVISION OF HIGHWAYS			SHEET NO. _____ FIRST VISIT WHEN OFFER MADE	
OWNER: Name, Address and Telephone No.		Project No.	County	Parcel No.
		Highway Project Name:		
Minority _____ Non-Minority _____ Female _____				
NEGOTIATIONS				
Date	Beginning Time	Ending Time	Place of Contact	
Persons Present				
Brief summary of the explanation made of the West Virginia Division of Highways Acquisition Procedure:				
Brief summary of the explanation of the full effect of take:				
Offer made for property to be acquired (Amount) _____				
Offer made for minerals to be acquired (Amount) _____				
Offer made to allow owner to retain improvements and appurtenances (Amount) _____				
Any counter Offers _____				
R/W pamphlet delivered to _____ Date _____				
Relocation brochure delivered to _____ Date _____				
Copy of deed/option delivered to _____ Date _____				
Statement of Compensation delivered to _____ Date _____				
Replacement housing amount _____ Given to _____				
(See Ch.12 - Form RW 12.13)				

Reason Settlement Cannot be Made:

Comments of Owner or his Representative and other Pertinent Data:

Negotiator

RIGHT OF WAY SHEET FOR WAIVER OF APPRAISAL NEGOTIATIONS Form RW 5.02D Rev. 10/2018 WEST VIRGINIA DIVISION OF HIGHWAYS		SHEET NO. _____ FOLLOW UP VISIT		
OWNER: Name, Address and Telephone No.		Project No.	County	Parcel No.
		Highway Project Name:		
NEGOTIATIONS				
Date	Beginning Time	Ending Time	Place of Contact	
Persons Present				
Brief summary of any further explanation of the effect of take:				
Offer made for property to be acquired (Amount) _____				
Offer made for minerals to be acquired (Amount) _____				
Offer made to allow owner to retain improvements or appurtenances (Amount) _____				
Any counter offers _____				
Reason settlement cannot be made:				
Comments of Owner or his Representative and Other Pertinent Data in Addition to Information Set Forth in Negotiation Sheet for Prior Visits. If more space is needed, use reverse side.				
Signature of Negotiator _____				

West Virginia Division of Highways

Option or deed or Instrument

Project No. _____

Dated: _____

Parcel No. _____

Between the Division of Highways and

County _____

Date _____

NEGOTIATOR'S CERTIFICATION

I, _____, the undersigned negotiator does hereby certify to the

best of my knowledge and belief as follows: (1) the written option, deed or instrument secured

embodies all of the consideration agreed upon between the negotiator and the property owner ;

(2) the agreement was reached without coercion, promises other than those shown in the

agreement, or threats of any kind whatsoever by or either party, except threats by the property

owner or his representative as follows: _____

_____ (if none, write none)

(3) I understand that the parcels are to be secured for use in connection with the Federal-Aid

highway project above referenced ; (4) I have no direct or indirect present or contemplated future

personal interest in the parcels or in benefit from the acquisition of such property.

Negotiator

OPTION

Project No. _____
Parcel No. _____

This agreement of option, entered into this _____ day of _____, 20 _____,
between _____

herein called Seller (regardless of number), and the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS, herein called Purchaser;

Witnesseth, that in consideration of the mutual promises herein contained, the parties hereto do covenant and
agree, each with the other, as follows:

FIRST: The Seller hereby gives and grants unto Purchaser the exclusive right and option for a period of
_____ from date hereof, to purchase at the price hereinafter set out:

- (a) An easement for highway purposes or fee simple title in and to that certain tract or parcel of land situated
and located in _____ District, _____ County, West Virginia, and more particularly
bounded and described on (a) separate sheet(s) attached hereto and made a part hereof.
- (b) All easements, rights, damages and claims mentioned in paragraph "Fourth" hereof.

SECOND: The price for which said real estate, rights, damages and claims will be sold and is hereby
optioned in the sum of _____
Dollars (\$_____) all of which shall be payable by Purchaser to Seller by state warrant at the time of
delivery of the deed to Purchaser.

THIRD: Notice of election to purchase hereunder may be oral or in writing, and may be given in any
manner permitted by law, to _____, who is hereby made the Agent
of Seller to receive and acknowledge receipt of such notice; provided, however, that a written notice of acceptance
signed by or on behalf of Purchaser, and mailed to _____
at _____ by
registered mail, shall be sufficient notice of acceptance, and the mailing of such notice by registered mail, and not the
receipt thereof, shall constitute the giving of such notice.

FOURTH: Upon notice of election to purchase being given as above mentioned, the Seller agrees to tender,
and upon payment of the option purchase price above set out to deliver unto the Purchaser, or such person as it may
direct, an apt and proper deed, in form approved by Purchaser, conveying good and marketable title to said real estate,
free from liens and encumbrances, including real property taxes for the current year, which deed shall contain covenants
of general warranty, free from liens and encumbrances, right to convey, and further assurances; and the said deed shall
contain the following provisions, which are the agreed terms and provisions of the sale herein contemplated:

☐ It is understood that the real estate hereby optioned or part thereof shall be used for or in connection with the
construction, maintenance and use of a controlled-access facility (freeway) with no rights of access to said facility by
abutting owners. Seller, whether the owner of remaining or other land adjoining said land, or any interest therein, or
not, releases unto Purchaser all easements of way, over, upon, through, across or under said land herein described
specifically including but not limited to all rights of vehicular and pedestrian access; and all rights of ingress to and
egress from said property and the land herein described; and

The Seller releases Purchaser from all liability for any and all claims which might have been legally asserted
against the Purchaser as just compensation in an eminent domain proceeding prosecuted by it against the Seller under
its power to take and damage private property for public highway purposes.

Said deed shall convey an easement for highway purposes or fee simple title.

FIFTH: For retention of all buildings, structures, equipment, and ornamental trees, shrubs and plants from the
real estate described in paragraph "First", Addendum "A" to be attached.

SIXTH: Purchaser may at its expense, cause said real estate to be surveyed, and Seller agrees to convey said
real estate by a new and correct description made up from such survey, if so requested by Purchaser. In the event of
acceptance hereof by Purchaser, Seller shall at Seller's expense promptly cure and remove any defects or encumbrances
and pay and secure releases of any liens affecting the title to the land herein optioned, and the purchase price shall not
become due until the same are cured, removed or paid as the case may be. The Purchaser may, at its option, cure and
remove any such defects or encumbrances or pay and secure releases of any such liens, and any sum expended in
paying such liens shall be credited upon the purchase price herein provided for.

SEVENTH: Possession may be taken by, and shall be delivered to purchaser, its agent and contractees upon closing.

EIGHTH: Should the Purchaser fail to give notice of acceptance hereof within the term stated herein, then this option is to be void, otherwise to remain in full force and effect.

NINTH: It is agreed that the foregoing is the entire contract between the parties hereto, and was fully read and understood before its execution, and there is no consideration for said option except the consideration herein set forth, and that it is understood that the agent of the Purchaser securing this option has no authority to contract for or bind the Purchaser by any verbal representations or promise, and that this written agreement is the complete agreement between the parties hereto in all its terms and provisions.

Witness the following signature(s) and seal(s).

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF WEST VIRGINIA
COUNTY OF _____, TO-WIT:
I, _____, a Notary Public within and for the County and State
aforesaid, do hereby certify that _____,
_____,
whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of
_____, 20_____, have/has this day acknowledged the same before me in my said
County.
Given under my hand this _____ day of _____, 20_____.
My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF _____, TO-WIT:
I, _____, a Notary Public within and for the County and State
aforesaid, do hereby certify that _____,
_____,
whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of
_____, 20_____, have/has this day acknowledged the same before me in my said
County.
Given under my hand this _____ day of _____, 20_____.
My commission expires _____.

Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA
COUNTY OF _____, TO-WIT:
I, _____, a Notary Public within and for the County and State
aforesaid, do hereby certify that _____
who signed the writing above bearing date the _____ day of _____, 20____, for
_____, has this day in my said County, before
me, acknowledged the said writing to be the act and deed of said corporation.
Given under my hand this _____ day of _____, 20____.
My commission expires _____.

Notary Public

ADDENDUM "A"

FIFTH: Seller may remove, and after such removal retain as his own, all buildings, structures, equipment, and ornamental trees, shrubs and plants from the real estate described in paragraph "First" hereof, at any time within _____ days after closing; provided, however, that all such buildings, structures, equipment, trees, shrubs and plants which are not in fact so removed within said _____ day period, shall be and remain the property of Purchaser. This provision shall be set forth in the deed if the same be executed before removal period has expired. The risk of loss or damage by fire or other casualty of such item named herein during the said removal period is assumed by Seller.

RIGHT OF WAY PAMPHLET

“A GUIDE FOR PROPERTY OWNERS AND TENANTS”



**DIVISION OF HIGHWAYS
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

Steps to your new road . . .

- 1 Need Established
- 2 Traffic Studies
- 3 Alternate Route Studies
- 4 Design Studies
- 5 Conferences and Public Hearings
- 6 Location Approved
- 7 Detailed Plans Prepared
- 8 Land Title Data Secured
- 9 Affected Property Appraised
- 10 Negotiations and Options Secured
- 11 Relocation Assistance Provided
- 12 Payment Made and Titles Transferred
- 13 Condemnation, If Necessary
- 14 Road Contractor Submit Bids
- 15 Construction of Road
- 16 Road Open to Traffic

WHY MUST MY PROPERTY BE TAKEN?

Many factors are critically analyzed in locating and designing a modern highway. The element of need is the first consideration. Necessity is established by a thorough study of existing roads and both present and estimated future traffic volumes. Traffic studies are basic in the design of the pavement and roadway and determining whether two, four, six or more traffic lanes are required.

The specific location for the highway is chosen only after a detailed study of each alternate route. Before a final location is chosen, consideration is given to the following factors:

- (1) The probable effect on the people in the area
- (2) Environmental impact
- (3) Construction costs
- (4) Property costs
- (5) Benefits to the highway user

Your property is one of those within the limits of the proposed right of way of this route. Right of way is the land required to construct, maintain and operate a highway properly.

DOES THE STATE HAVE THE RIGHT TO TAKE MY PROPERTY?

Yes; however, Article 3, Section 9 of the *Constitution of West Virginia* provides that private property will not be taken or damaged for public use without just compensation.

These constitutional provisions guarantee that necessary public improvements can be built and so located that they will render maximum benefits and also that affected property owners will be fully compensated.

Nondiscrimination, Title VI and 49 CFR 21-5, provides that “No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination....”.

WHAT WILL I BE PAID FOR MY PROPERTY?

If your entire property is required, you will be paid the fair market value of the entire property. West Virginia law defines “market value” as the price a willing buyer would pay a willing seller, neither acting under compulsion nor duress, both exercising prudence and intelligent judgment as to its value and familiar with the purpose for which the property is reasonably available.

If only a part of your property is required, you will be paid the fair market value of the part taken, plus damages, if any, to the residue, less all benefits.

Fair market value will be determined by a competent, professional real estate appraiser after a thorough inspection of your property, a comparison with similar properties in the area that have been sold recently, a determination and consideration of its replacement cost and depreciation and consideration of the income-producing potential. Only men and women of the highest integrity, qualified by education, training, experience and licensed or certified by the state, are used as appraisers.

All appraisal reports are office-reviewed, then rechecked in the field by experienced, qualified review appraisers for accuracy and to make certain that no items of allowable value have been overlooked or omitted.

Since the Division of Highways has adopted a firm price policy, you will be offered the full amount of the approved appraisal. There will be no attempt to buy your property at less than its fair market value. This policy guarantees that you receive the full value of your property and also that all citizens of the state receive full value for the money expended for highway rights of way.

WHO WILL CONTACT ME?

A representative of the Right of Way Division of the Division of Highways will call on you to discuss the purchase of your property. You will find this representative to be competent, well informed, courteous and, above all, helpful. Actually, the representative's responsibility is of a dual nature, as service must be rendered to the individual property owner as well as to the taxpayers.

The representative is well-versed in basic highway design and plan reading and, consequently, is able to inform you fully about the effect highway construction will have on your property.

Based on the knowledge and understanding of the appraisal of real estate, the representative of the Right of Way Division will be able to explain the offer made by the Division of Highways for your property. A thorough knowledge of the laws and procedures governing the acquisition of private property enables the representative to explain your rights and responsibilities as well as those of the Division of Highways.

The representatives of the Right of Way Division instructions are to help you, the property owner, in every possible, proper way.

Preparatory to initiation of negotiations, the appraiser(s) will call to inspect your property. A review appraiser may also need to inspect your property. Other representatives of the Division of Highways will call on you to collect information for use in determining the needs of those who will be required to move.

WILL I BE ABLE TO MOVE MY BUILDINGS?

Although most owners prefer that the Division of Highways purchase all structures located within the right of way limits, it is possible to retain possession of your home or other buildings and make arrangements to have them relocated. This will result in a reduction of the amount of the offer by the Division of Highways. Consideration must be given to the size, age and condition of the buildings and availability of suitable sites, in addition to the cost of moving the structure(s) to be retained. The representative of the Right of Way Division assigned to your property will advise you of the procedure and will be able to assist you in making the proper decision.

HOW SOON MUST I MOVE?

Every effort will be made to provide ample time for you to relocate. On or after the initiation of negotiations for the parcel, the relocatee is given a written notice, which specifies that they will not be required to move before 90 days from the date of the notice. This notice informs the relocatee that they will be given a 30-day written notice specifying the date by which they must vacate the property. In the event the property is tenant-occupied, notices are given to both the tenant and the owner. Extension beyond 30 days may be granted in writing.

CAUTION: YOU SHOULD MAKE NO COMMITMENT REGARDING RELOCATION UNTIL YOU HAVE BEEN ADVISED OF ELIGIBILITY REQUIREMENTS OF THE PROGRAM BY A RELOCATION REPRESENTATIVE. FAILURE TO DO THIS MAY RESULT IN THE LOSS OF CERTAIN BENEFITS AND PAYMENTS.

WILL I RECEIVE ANY ASSISTANCE IN FINDING A SUITABLE PLACE TO MOVE?

Yes. A representative of the Right of Way Division will call on you after initiation of negotiations to offer appropriate assistance. Should you desire assistance prior to that time, you may call the proper District Right of Way Office (see last two pages of this pamphlet) and a relocation representative will consult with you.

Representatives will assist in finding suitable replacement housing and business locations for all who must move because of highway construction. Guidance is provided in making claims for moving cost reimbursement and replacement housing payments when applicable.

A listing of available properties for sale and for rent, the names and addresses of lending agencies and rental agencies, and information about federal, state and local regulations and programs and other information which may be helpful to you will be offered through the District Right of Way Division.

In a negotiated settlement, you will not be required to vacate the property until payment has been tendered in accordance with the terms of the option unless you have agreed in writing to do otherwise.

HOW WILL THE CLOSING BE HANDLED?

After you sign an option to sell your property to the Division of Highways, a state warrant will be issued. Thereafter the Division of Highways will be represented by a closing attorney who will work through the closing procedures similar to those employed in most real estate transfers.

Releases of outstanding liens and encumbrances such as deeds of trust, taxes, judgments or leases must be obtained prior to the closing.

The Division of Highways will prepare the deed and cause it to be recorded at no cost to you.

Should the transfer of your property to the Division require payment by you of any of the following expenses, you may claim reimbursement:

(1) Other recording fees and similar expenses incidental to the conveyance of such property.

(2) Penalty costs for prepayment of any preexisting recorded mortgage (deed of trust) entered into in good faith encumbering your real property.

(3) The pro rata portion (on a calendar year basis) of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the Division of Highways or the date of possession of such real property by the Division of Highways, whichever is earlier.

MUST I ACCEPT THE OFFER OF THE DIVISION OF HIGHWAYS FOR MY PROPERTY?

No. If you believe the offer of the Division of Highways is inadequate, you have the right to refuse the amount offered. However, on most projects more than 90 percent of the parcels are acquired through negotiations based upon fair market value as determined by appraisers.

WHAT WILL HAPPEN IF I FIND THIS OFFER UNACCEPTABLE?

Both you, the property owner, and the Division of Highways are protected by the *Constitution of West Virginia*, which provides that: "Private property will not be taken or damaged for public use, without just compensation . . ." and that "when required by either of the parties, such compensation will be ascertained by an impartial jury of twelve freeholders."

If the Division of Highways must acquire your property in order to construct the proposed highway, West Virginia law provides that the Division can institute condemnation proceedings if the offer is found unacceptable. This procedure involves the following steps:

- (1) The Division of Highways files a petition in Circuit Court describing the property and identifying as defendants all persons who have an interest in such property.
- (2) Five commissioners, from a list of 13 local freeholders nominated by the court, are selected by the owner and Division of Highways to view the property and hear evidence which either the owner or the Division wishes to submit.
- (3) The commissioners are required to file with the court their findings of just compensation for the property taken and damage to the residue, if any, less all benefits.
- (4) Within 10 days after the commissioners file their report, either the owner or the Division may file exceptions and demand a trial by jury.

ADVANCEMENT OF COMPENSATION

In the event it is necessary to institute condemnation proceedings to acquire your property, the Division of Highways will deposit with the Clerk of the Circuit Court an amount equal to the Division's approved appraisal.

The property owner can arrange to withdraw such amounts for their immediate use according to their interest in the property.

**WHAT IS THE RELATIONSHIP BETWEEN
THE WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION, DIVISION OF
HIGHWAYS, AND THE FEDERAL HIGHWAY
ADMINISTRATION**

The Federal Highway Administration (FHWA), an agency of the United States Department of Transportation, participates in the cost of construction, right of way and engineering in West Virginia when such highways are on the Federal Aid System and the Division of Highways requests federal assistance in such a project. The FHWA does not actually design any roads, buy any right of way or construct any roads.

The Division of Highways submits proposed projects to the FHWA. If the proposal is accepted, the FHWA will reimburse the Division a portion of the project costs, varying from 50 percent to 90 percent. As the project develops, the FHWA reviews all phases of work, from design through right of way acquisition and construction. If, at any time during these reviews, it finds that the work does not meet federal aid requirements, it may refuse to pay all or a portion of its share of the cost of the project.

After construction is completed, maintenance of the highway and associated costs become the responsibility of the Division of Highways, without federal participation or aid. FHWA involvement at this stage is limited to annual inspections to review the adequacy of maintenance.

In public hearings, the FHWA usually has present a representative who may answer questions concerning the *Federal-Aid Highway Program Manual* if asked to do so by the Division of Highways. After each hearing and after considering all of the pertinent comments offered in connection with the hearing, the Division of Highways will make a formal recommendation to the FHWA. The FHWA will review this and take action, either approving or disapproving the recommendation.

Simply stated, the FHWA - Division of Highways relationship is one in which the FHWA reviews the work the Division proposes to do or has done and tells the Division whether it meets all requirements for federal aid. If the proposed work or work completed does not meet these requirements, FHWA may pay only a portion of its normal share or deny participation completely.

DISTRICT RIGHT OF WAY OFFICES

DISTRICT ONE

(304) 558-3021

Charleston, WV

Boone, Clay, Kanawha, Mason, Putnam

DISTRICT TWO

(304) 528-5635

Huntington, WV

Cabell, Lincoln, Logan, Mingo, Wayne

DISTRICT THREE

(304) 420-4725

Parkersburg, WV

Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, Wood

DISTRICT FOUR

(304) 842-1551

Clarksburg, WV

Doddridge, Harrison, Marion, Monongalia, Preston, Taylor

DISTRICT FIVE

(304) 289-3521

Burlington, WV

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan

DISTRICT SIX

(304) 843-4041

Moundsville, WV

Brooke, Hancock, Marshall, Ohio, Tyler, Wetzel

DISTRICT SEVEN

(304) 269-0400

Weston, WV

Barbour, Braxton, Gilmer, Lewis, Upshur, Webster

DISTRICT EIGHT

(304) 637-0215

Elkins, WV

Pendleton, Pocahontas, Randolph, Tucker

DISTRICT NINE

(304) 647-7450

Lewisburg, WV

Fayette, Greenbrier, Monroe, Nicholas, Summers

DISTRICT TEN

(304) 487-2155

Princeton, WV

McDowell, Mercer, Raleigh, Wyoming

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
ACQUISITION CHECKLIST

State Project

Federal Project

Out of State Owner:

☐ Yes ☐ No

DOH District

County

Business:

☐ Yes ☐ No

Parcel

ITEM	YES or NO		COMMENTS
1. Questionnaire	☐ Yes	☐ No	
2. Abstract	☐ Yes	☐ No	
3. Approved Description	☐ Yes	☐ No	
4. Letter of Interest	☐ Yes	☐ No	
5. Complete Appraisal or Waiver	☐ Yes	☐ No	
6. Waiver – Request for Appraisal – Letter	☐ Yes	☐ No	
7. Letter of Entry	☐ Yes	☐ No	
8. Deed, Release, or Bill of Sale	☐ Yes	☐ No	
9. W-9 – with instructions	☐ Yes	☐ No	
10. 90 Day Letter if Relocation is Involved	☐ Yes	☐ No	
11. 30 Day Letter if Relocation is Involved	☐ Yes	☐ No	
12. Form RW 12.13 (RHP) if Acquiring Residence	☐ Yes	☐ No	
13. Form RW 5.24 Negotiators Certification	☐ Yes	☐ No	
14. All Contact Sheets	☐ Yes	☐ No	
15. Mineral – Owner Identified	☐ Yes	☐ No	
16. Mineral - Abstract	☐ Yes	☐ No	
17. Mineral – Complete Appraisal or Waiver	☐ Yes	☐ No	
18. If Condemned – Condemnation Requested On	Date:		
19. Right of Entry Granted On	Date:		
20. Plans filed at County Court House	Date:		

Closed By:

Date Recorded:

DB

PG

District Agent:

Date Completed:

Signature:

WEST VIRGINIA DEPARTMENT OF TRANSPORTATIONDIVISION OF HIGHWAYSSTATEMENT OF JUST COMPENSATION AND SUMMARYFOR WAIVER VALUATION

DATE _____

PROJECT _____

PARCEL _____

OWNER _____

TENANT _____

In accordance with the provisions of Section 301(3) of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", as amended, the West Virginia Department of Transportation, Division of Highways, herewith submits a written statement of, and summary of the basis for, the amount it has established as just compensation for the above identified parcel.

Section 3, Article 9, of the Constitution of West Virginia, provides in part that "private property shall not be taken or damaged for public use without just compensation". The West Virginia Supreme Court of Appeals has indicated that the true measure of just compensation is the fair market value of the property actually taken at the time it was appropriated, plus the difference between the fair market value of the residue of the property immediately before and immediately after the taking, beyond all benefits that may accrue from construction of the improvement for which the property is taken and damaged.

The amount established as just compensation is believed to be at least that which would result from preparation of a formal appraisal.

Unless otherwise stated in the attached option or deed, the amount established as just compensation is for the real property being acquired, which includes land, buildings, structures, or improvements located on, or damaged as a result of the taking of the areas and interest described in the attached option or deed. The amount established as just compensation does not include items of personal property such as household furnishings, clothing, and appliances. The West Virginia Department of Transportation, Division of Highways, will pay the owner of personal property reasonable and necessary moving cost in accordance with the Department's Brochure regarding Relocation Assistance, Moving Cost, Replacement Housing and Appeals.

The full amount established, as just compensation for this parcel is \$ _____.
Where appropriate, this amount is summarized as follows:

Property Taken ----- \$ _____

Damages to Residue, if any, Less benefits, if any----- \$ _____

Other ----- \$ _____

Total ----- \$ _____

WEST VIRGINIA DIVISION OF HIGHWAYS

CERTIFICATION OF ACQUISITION

I hereby certify that it is necessary to acquire the following described property in connection with the construction and maintenance of the State Road system, as authorized by Chapter 17, Article 2A, Section 8 of the Code of West Virginia.

I certify further that all recorded liens against said property will be properly released upon the acceptance of the deed and the delivery of the state warrant therefore, with the exception of such liens of small amounts that constitute a nuisance and there is sufficient property retained by the owner to satisfy such lien; said exception will have prior approval by the Director of the Right of Way Division.

Where there is an entire taking of a parcel or tract of property, the Sheriff of each respective county will be informed of such transfer by the West Virginia Division of Highways.

See description attached hereto.

District Right of Way Agent

Owner: _____

County: _____

Project: _____

Parcel: _____

THE RIGHT OF WAY DIVISION

By: _____
Director

PROJECT NO. _____

PARCEL NO. _____

ACCEPTANCE OF OPTION

To: _____

You are hereby notified that the undersigned, the West Virginia Division of Highways, hereby accepts, in accordance with the terms thereof, that certain option dated the _____ day of _____, _____, between you and the undersigned, providing for the sale of certain real estate, rights and claims in _____ County, West Virginia, therein described.

Witness the following signature the _____ day of _____, _____.

WEST VIRGINIA DIVISION OF HIGHWAYS

By _____

Its _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
Charleston, West Virginia

PARCEL NO. _____

PROJECT NO. _____

COUNTY _____

DATE _____

(Use Current Name), Director
Right of Way Division
State Capitol Complex
Building Five, Room 820
Charleston, West Virginia 25305

Dear Mr. Director:

This is to request authorization to institute condemnation proceedings on the above referenced parcel. In addition to the following information, the Negotiation Sheet is attached setting forth all pertinent events that have occurred during the negotiations.

1. The amount of last offer to the property owner.
2. Amount asked by property owner, if he has voluntarily mentioned a price.
3. Number of negotiation attempts with the property owner or his legal representative.
4. Reasons for recommending condemnation.

Negotiator

District Right of Way Agent

WEST VIRGINIA DIVISION OF HIGHWAYS

C E R T I F I C A T EADVANCEMENT OF COMPENSATION FOR PROPERTY

TO: The Auditor of the State of West Virginia

I hereby certify that the West Virginia Division of Highways will institute a suit in the Circuit Court of _____ County, West Virginia, to condemn that certain parcel of land shown upon West Virginia Division of Highways plans as Parcel _____, Project _____, _____ County, West Virginia, and owned by

In order to obtain said property or estate, right of interest therein, for the construction of said project; that immediate entry upon, possession, of appropriation or use thereof, is deemed necessary, and that the fair market value of said property, or estate, right or interest therein, sought to be condemned and the damages, if any, to the residue, beyond all benefits, if any to such residue, by reason of the taking is estimated to be

_____ Dollars \$ _____

Audited by:

(Use Current Name), Commissioner

By:

(Use Current Name)
Director, Right of Way Division

Amount approved for negotiation: \$_____, on the _____ day of _____, ____.

Project Review Appraiser

AGREEMENT

TEST HOLE DRILLING

THIS AGREEMENT, Made this _____ day of _____, _____,
by and between _____
party/ies of the first part, and West Virginia Division of Highways, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party/ies of the first part do hereby give unto West Virginia Division of Highways, its agents, employees and contractees, the right and privilege to enter upon the property of the party/ies of the first part, situate and located in _____ District, _____ County, West Virginia, for the purpose of test hole drilling; said project parcel described as follows:

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____
_____, whose name(s) is/are signed to the writing hereto annexed bearing date the _____ day of _____, _____, has/have this day acknowledged the same before me in my said County and State.

Given under my hand this _____ day of _____, _____.

My Commission expires _____, _____.

Notary Public

PROJECT NO. _____
 PARCEL NO. _____
 COUNTY _____

AGREEMENT AND RELEASE

TEST HOLE DRILLING

THIS AGREEMENT, Made this _____ day of _____, _____,
 by and between _____
 party/ies of the first part, and West Virginia Division of Highways, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party/ies of the first part do hereby give unto West Virginia Division of Highways, its agents, employees and contractees, the right and privilege to enter upon the property of the party/ies of the first part, situate and located in _____ District, _____ County, West Virginia, for the purpose of test hole drilling.

And for the consideration of \$_____ to be paid within sixty (60) days, the party/ies of the first part do (does) hereby release the party of the second part from any and all claims for damages by reason of said test hole drilling; said project parcel described as follows:

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

STATE OF WEST VIRGINIA,
 COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____
 _____, whose name(s) is/are signed to the writing hereto annexed bearing date the _____ day of _____, _____, has/have this day acknowledged the same before me in my said County and State.

Given under my hand this _____ day of _____, _____.

My Commission expires _____, _____.

 Notary Public

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

NOTICE

To: (Name)
(Address)

You are hereby notified that pursuant to provisions of the official Code of West Virginia, as amended, Chapter 17, Article 2A, Section 8 (4), and Chapter 54, Article 1, Section 3a, the West Virginia Department of Transportation, Division of Highways, acting by and through its authorized officers, agents, employees and contractees, will on or after _____(date), enter upon the tract(s) or parcel(s) of land owned by you situate in _____ District, _____ County, West Virginia, as shown on the attached map or plat, to make thereon such surveys, inspections, examinations, tests, soundings, and drillings as it shall deem necessary for highway related purposes by the West Virginia Department of Transportation, Division of Highways, for public purposes and in contemplation of acquiring a portion of said property, or an interest or right therein.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYSBy: _____
District EngineerReturn to:
(Name)
District Right of Way Agent
West Virginia Division of Highways
(Address)

COVER LETTER EXAMPLE

(USE CURRENT LETTERHEAD)

DATE

MEMORANDUM

TO: DDR

FROM: DR – Current Director
Director, Right of Way Division

SUBJECT: Right of Way Certificate
State Project No. _____
Construction Project No. _____
(Name of Project)
(Name of) County _____

Attached is the Right of Way Certificate for the above noted project.

Attachment

cc:

CLEAN RIGHT OF WAY CERTIFICATE EXAMPLE

(USE CURRENT LETTERHEAD)

DATE

RIGHT OF WAY CERTIFICATE

Re:

State Project No. _____
Right of Way Project No. _____
Project Name _____
_____ County

This is to certify that all right of way for the above referenced project has been acquired by direct acquisition or condemnation or the right of way is under the Department's jurisdiction, being prescriptive rights pursuant to West Virginia law.

Utility relocations are in accordance with the attached Utility Status Report.

No railroad facilities will be adjusted or indirectly affected.

RIGHT OF WAY DIVISION

Director
Right of Way Division

CONDITIONAL RIGHT OF WAY CERTIFICATE EXAMPLE

(USE CURRENT LETTERHEAD)

DATE

RIGHT OF WAY CERTIFICATE

Re: State Project No. _____
Federal Project No. _____
Construction Project No. _____
Project Name
_____ County

This is to certify that all right of way for the above referenced project has been acquired or legal right of entry obtained on all parcels including control of access rights, when pertinent, with the exception of acquisition of certain parcels specifically enumerated on the Right of Way Status Report in accordance with 23 CFR 635.309(c)(3).

The circumstances with respect to the acquisition of the parcels indicated warrant proceedings with the construction on the basis it will be in the best public interest to do so in advance of the complete availability of the said parcels.

All right of way will be acquired in accordance with the current FHWA directive(s) covering the acquisition of real property.

Utility relocations are in accordance with the attached Utility Status Report.

No railroad involvement is anticipated.

RIGHT OF WAY DIVISION

**Director
Right of Way Division**

RIGHT OF WAY STATUS REPORT

State Project No.

County

Federal Project No.

**DATES INDICATED FOR COMPLETION RE ESTIMATED –
THE ACTUAL COMPLETION MAY VARY FORTY-FIVE DAYS**

PARCEL

IMPROVEMENT

REASON NOT CLEARED

**ESTIMATED DATE
OF COMPLETE
AVAILABILITY**

DESIGN-BUILD RIGHT OF WAY CERTIFICATE EXAMPLE

(USE CURRENT LETTERHEAD)

DATE

RIGHT OF WAY CERTIFICATE

Re: State Project No. _____
 Federal Project No. _____
 Construction Project No. _____
 Project Name _____
 _____ County

WVDOH has begun acquisition activities based upon the current set of approved RW-3s. Should the contractor modify the approved RW-3s once the contractor has delivered to WVDOH an approved set of revised RW-3s, which comply with the provisions of WVDOH's DD-301, the Division will begin acquisition on such revised RW-3s. It is anticipated that occupied properties will be available for construction within one year of when approved revised RW-3s are received by the Right of Way Division. It is also anticipated that unoccupied properties will be available for construction within nine months of when approved revised RW-3s are received by the Right of Way Division.

Pursuant to 23 CFR § 710.313, advancing the right of way to the construction phase, prior to the acquisition of all right of way for the project, shall not impair the safety or in any way be coercive in the context of 49 CFR § 24.102(h), with respect to unacquired or occupied properties on the same adjacent segments of project right of way.

Adequate access shall be provided to all occupied properties to ensure emergency and personal vehicle access.

Utility service shall be available at all times to all occupied properties, prior to, and until relocation is completed.

When relocation of displaced persons from their dwellings has not been completed, the contractor shall establish a 100-foot hold-off zone around occupied properties on the project to ensure compliance with right of way procedures prior to starting construction activities in the affected areas. This zone shall be clearly marked on the ground by the contractor, using orange construction fencing. No construction-related activity is permitted within the hold-off zone until the property is vacated, and the WVDOH has certified that the hold-off zone is clear. In any event, construction activities are limited to those that do not have a material adverse impact on the quality of life of those in occupied properties that have been or will be acquired.

Open burning shall not occur within 500 linear feet from edge of an occupied property.

The design-builder must notify the WVDOH immediately upon the discovery of any assumed hazardous materials, historical, or archeological sites.

Upon award, the design-builder shall identify a right of way who shall serve as the point of contact for all right of way issues.

The WVDOH designates District Agent Name, District Number Right of Way Manager, as the right of way project manager for this project. He / She will serve as the WVDOH point of contact for all right of way issues. The right of way project manager shall make the determination of compliance with the Uniform Act and all State right of way regulations.

Prior to the start of construction, WVDOH must certify that the Right of Way has been acquired, or that the construction can be phased or segmented to allow Right of Way activities to be completed in phases. In either event, construction cannot begin on any segment of the project until acquisition has been completed on such segment or segments and WVDOH has certified the Right of Way is acquired. Supplemental right of way certificates will be provided as segments become available for construction.

Until the project has been achieved environment clearance, NO right of way activities may commence.

Utilities will be adjusted as noted on the attached Utility Status Report.

No railroad involvement is anticipated.

RIGHT OF WAY DIVISION

**Director
Right of Way Division**

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CONDEMNATION PACKET CHECKLIST

State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Project Name _____

The condemnation packet request sent to Right of Way Central Office must include, at a minimum, the following documentation. If certain items are not provided with the original request, please attach supporting documentation to this checklist explaining why those items were not included.

	<i>ITEM</i>	<i>RESPONSIBILITY</i>
☐	Form RW 5.25 – Formal Request to Authorize Condemnation	District
☐	Form RW 5.02A, B, C, or D – Negotiation/Contact Sheets	District
☐	Form RW 5.22 – Certificate Advancement of Compensation	District
☐	Form RW 5.01 – Right of Way Questionnaire	District
☐	Title Report w/Supporting Documents (Deeds, Tax Records, etc.) & Title Notes	District
☐	Appraisal Report or Form RW 5.13 – Waiver Valuation	District
☐	Appraisal Review / Statement of Just Compensation	District
☐	Original Legal Description on disc or emailed in Word Format	District
☐	Original Plat / Plan Sheets printed on 11 x 17	District
☐	Memorandum from RW Director Authorizing Condemnation	Central Office
☐	Final Approved Legal Descriptions and Plat/Plan Sheets	Engineering

COMMENTS:

NOTE: If the Title Report is more than 6 months old, or if no Title Report exists, please send an email to Central Office Legal Section prior to submitting the condemnation packet requesting the Title Report to be updated/ordered.

NOTE: This checklist must be signed, dated, and included in the condemnation packet sent to Right of Way Central Office.

 District Agent / Manager Signature

 Date Completed / Sent to CO

Project _____
Parcel _____
_____ County

FUNCTIONAL REPLACEMENT WORKSHEET

<u>Cost Items</u>	<u>Acquisition Based on Market Value Concept</u>	<u>Cost to Acquire Substitute Property</u>	
Land	\$ _____	_____	
Buildings	\$ _____	_____	
Site Imps. & Fixtures	\$ _____	_____	
Damages	\$ _____	_____	
Moving Costs	\$ _____	_____	
Replacement Housing	\$ _____	_____	
Other Items	\$ _____	_____	_____
Total	\$ <u>_____</u>	<u>_____</u>	
		<u>Cost to Cure or Functionally Replace</u>	
Land		\$ _____	
Buildings		\$ _____	
Site Imps. & Fixtures (_____)		\$ _____	
Regulatory Requirements		\$ _____	
Other Items (Moving & Utility Costs)		\$ _____	(+) \$ _____
			<u>_____</u>
		<u>Nonparticipating Items (Betterments)</u>	
(Identify Items)		\$ _____	

		_____	(-) _____
Total			\$ <u>_____</u>

TRANSMITTAL MEMORANDUM FOR ACCEPTED APPRAISAL WAIVER

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

Current Date

M E M O R A N D U M

TO: (Current Appraisal Manager)

FROM: _____, District _____ Right of Way Agent

SUBJECT: Project _____
Parcel No. _____

NOMINAL VALUATION - \$25,000 MAXIMUM

The property owners on the above subject project and parcel have accepted an offer of \$_____ under the Appraisal Waiver Criteria.

It is my opinion that this sum is not less than the just compensation they would have received for the take and damages if a formal appraisal had been prepared.

XXX:xx

TRANSMITTAL MEMORANDUM FOR NOT ACCEPTED APPRAISAL WAIVER

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

Current Date

M E M O R A N D U M

TO: (Current Appraisal Manager)

FROM: _____, District _____ Right of Way Agent

SUBJECT: Project _____
Parcel No. _____

NOMINAL VALUATION - \$25,000 MAXIMUM

The property owners on the above subject project and parcel have not accepted an offer of \$_____ under the Appraisal Waiver Criteria.

It is my opinion that this sum is not less than the just compensation they would have received for the take and damages if a formal appraisal had been prepared.

XXX:xx

[illegible]

PROJECT NO: _____

PROJECT NAME: _____

RELOCATION STATUS LOG/BUSINESS

[illegible]

PROJECT NO. _____

PARCEL NO. _____

TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT, Made this the _____ date of _____, 20_____, by and between _____, part _____ of the first part, and the West Virginia Department of Transportation, Division of Highways, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____), cash in hand paid, the receipt of which is hereby acknowledged, the part _____ of the first part do _____ grant, free and clear of liens and encumbrances, unto party o the second part the easement or right and privilege to enter upon certain property situate in _____ District, _____, _____, County, West Virginia, for Division of Highways Project No. _____, _____ County, West Virginia, or the purpose of _____ which said property is more particularly described as follows:

Upon the completion of the construction of the said road project and the final acceptance thereof by the said Division of Highways, this said easement or right shall cease and terminate.

And for the consideration hereinbefore set forth, the part _____ of the first part do_____ hereby release the party of the second part from any and all damages that have been occasioned or that may be occasioned to the residue of the property of the part _____ of the first part by reason of the construction to be performed on the above described easement and by reason of the construction and maintenance of Project No. _____ .

WITNESS the following signatures and seals.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF WEST VIRGINIA
COUNTY OF _____ TO-WIT:

I, _____, a Notary Public in and for the said County of _____, do hereby certify that _____ whose name____ is/are signed to the foregoing and annexed writing, bearing date on the _____ day of _____, 20 _____, has/have this date acknowledged the same before me in my said County.

Given under my hand this _____day of _____, 20_____.
My commission expires the _____ day of _____, 20 _____.

Notary Public

30 DAY LETTER

(USE CURRENT LETTERHEAD)

(Owners Name)
 (Address)
 (City, State, and Zip Code)

Dear (Mr./Mrs.) (Owners Last Name):

Project _____, State _____
 Project _____, Right of Way _____
 Parcel _____,
 (Name Of) County _____

Reference is made to our letter of _____ (date of 90 day letter) _____, advising that you would be given a written notice specifying the date the West Virginia Department of Transportation, Division of Highways will require possession of the property you occupy.

Accordingly, you are hereby notified to vacate the property on or before _____.

Please be assured that the Division of Highways will continue to offer all appropriate relocation assistance.

Should you have any questions concerning the Division's procedures, please contact _____, Relocation Agent, _____ (office and address) _____, or call _____.

Sincerely yours,

District Right of Way Agent

XXX:xx

90 DAY LETTER

(USE CURRENT LETTERHEAD)

(Owners Name)
 (Address)
 (City, State, and Zip Code)

Dear (Mr./Mrs.) (Owners Last Name):

Project _____, State _____
 Project _____, Right of Way _____
 Parcel _____,

 (Name Of) County _____

The West Virginia Department of Transportation, Division of Highways plans to award a contract for the construction of a section of highway which necessitates the acquisition of property you now occupy.

The Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 provides a comprehensive relocation assistance program for those that are displaced by Federal Highway projects. Procedures have been established by the Division of Highways to provide you with the most efficient service to relocate and advise you relating to moving costs, supplemental payments and other benefits to which you may be entitled.

This letter is also to advise you that you will not be required to vacate the property for at least ninety (90) days from the date you acknowledged receipt of this letter.

If you still occupy the property thirty (30) days prior to the date the Division of Highways will require possession, you will be given a written notice specifying the date the property must be vacated.

Should you have any questions concerning the Division's procedures, please contact (Current District Agents Name), our District _____ Right of Way Agent, by calling _____.

Sincerely,

District Right of Way Agent

XXX:xx

Receipt Acknowledged:

Date _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

LETTER OF ENTRY EXAMPLE

Use Current Letterhead

DATE

**West Virginia Department of Transportation
Division of Highways, Right of Way
1900 Kanawha Boulevard East
Building 5, Room 820
Charleston, West Virginia 25305**

**Re: LETTER OF ENTRY
State Project No.
Federal Project No.
(Name of) County**

To Whom it May Concern:

This letter will serve as authorization for the Division of Highways, it's employees, agents, consulting engineers, contractors and other representatives to enter upon property belonging to _____ that lies within the right-of-way necessary for construction of the above-referenced project, as shown on the plans of said project of record in the Office of the Clerk of the County of _____, West Virginia.

This right of entry shall in no way affect or be detrimental to any of the rights and privileges of the said property owner, in negotiating a settlement or in condemnation, should such proceedings become necessary.

Very Truly Yours,

Date: _____

Signature of Owner(s)

Date: _____

Signature of Owner(s)

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

Use Current Letterhead

DATE _____

NOTIFICATION OF WAIVER VALUATION AND REQUEST FOR APPRAISAL

Property Owner Name
Property Owner Address

Project #:
Parcel:
Project Name:
County:

In reference to the above-mentioned West Virginia Division of Highways (WVDOH) project, it has been determined that property you own is needed for the construction of the proposed project. The WVDOH values property in two ways: one is by a formal appraisal, which is prepared by a qualified licensed real estate appraiser. The other, is by the appraisal waiver method which is used on uncomplicated valuations up to \$25,000.00. Appraisal waivers are prepared by District Right of Way personnel who have knowledge of the local real estate market in your area. The waiver amounts should be at least what the property would appraise for if a formal appraisal were prepared.

The WVDOH has determined that the area that will be acquired from you represents an uncomplicated valuation problem; therefore, the area has been valued using the appraisal waiver method.

If WVDOH's appraisal waiver valuation exceeds \$10,000, but is less than \$25,000, you have the right to request a formal appraisal. Please keep in mind, if the property is appraised the approved appraised value is what your offer will be. Please take time to reflect on how you wish to proceed. Once you have made a decision, please indicate your preference below.

I understand this selection will in no way affect my rights to contest the WVDOH's valuation in eminent domain proceedings.

Yes ☐ I request a formal appraisal be prepared.

Signed _____

No ☐ I do not wish to have a formal appraisal prepared.

Signed _____

Delivered by: _____ Date: _____



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Byrd E. White, III
Secretary of Transportation

Jimmy Wriston, P. E.
Deputy Secretary/
Acting Commissioner

DATE

LETTER OF INTEREST

Mr./Ms. NAME
ADDRESS
CITY, STATE ZIP CODE

Project #: _____, **Parcel** _____
Project Name: _____, **County** _____

Dear Mr./Ms.:

This letter of interest is to inform you that your property may be affected by the above referenced West Virginia Division of Highways (WVDOH) project. As part of this project, the WVDOH may be acquiring some or all of your property. Please be advised that you may be contacted by Appraisers and/or Right of Way Agents on behalf of the WVDOH who will be collecting information needed prior to an offer being presented to you.

In the future, a representative of the WVDOH will contact you to discuss the project and explain the rights and benefits that you may be entitled to. Enclosed for your review are the West Virginia Division of Highways pamphlets, "A Guide for Property Owners and Tenants" as well as the "Relocation Assistance Moving Cost Replacement Housing Appeal's" brochure. The pamphlets explain WVDOH acquisition and relocation procedures.

If you have any questions or concerns, please contact (District RW Manager) at the (District Number) offices in (County) at (Phone Number/Email).

Sincerely yours,

District RW Manager
Right of Way Manager

CHAPTER 6

APPRAISAL SECTION

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Form RW 6.04	Individual Services Contract – Appraisal / Appraisal Review	6-1
Form RW 6.06	Appraisal Report	6-2
Form RW 6.07-PM	Property Management Appraisal Report	6-3
Form RW 6.10-C	Certificate & Statement of Contract Review Appraiser	6-4
Form RW 6.10-PM	Certificate & Statement of Contract Review Appraiser - Property Management	6-5
Form RW 6.11	Statement of Just Compensation & Summary	6-6
Form RW 6.25-E	Fee Appraisal Evaluation Form	6-7
Form RW 6.25-E(1)	Rating Criteria	6-7A
Form RW 6.17-F	Invoice – Appraisal/Appraisal Review Services – Fee on Contract	6-8
Form RW 6.17-H	Invoice – Appraisal/Appraisal Review Services – Hourly Basis	6-9
Form RW-TIME	Individual Services Contract – Time Report	6-10

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**INDIVIDUAL SERVICES CONTRACT
FOR TECHNICAL APPRAISAL / APPRAISAL REVIEW SERVICES
PER PARCEL BASIS**

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ residing at _____ in the City of _____ State of _____ (hereinafter referred to as the "Contractor"). Services to be rendered under this contract will be performed, in part, by the following individuals whose qualifications are approved and of record with the WVDOH and are employees or associates of the Contractor in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Contractor shall furnish to the WVDOH a written professional opinion, adequately supported and documented, of the fair market value of the following parcels of real estate, or designated parts thereof, and damages to the residue thereof, if any, less all benefits or other defined value, cost or estimate on all parcels listed below, in _____ County, on State Project _____ and Federal Project _____ and, as required by the WVDOH, the Contractor shall appear in Court or before Court appointed Commissioners as an expert witness on behalf of the WVDOH to testify with respect to his or her opinion on each parcel.

2. (a.) For and in consideration of services in furnishing said valuations, the Contractor shall be paid the amounts set forth as follows:

Parcel No.

Fee -

TOTAL \$ _____

The contractor was given written notice to proceed on _____,

NOTE: The maximum total payment under this contract may not exceed \$150,000.00 as referenced in 2 CFR 200.88, as amended by 41 U.S.C 1908. References: 2 CFR 200.320 "Methods of procurement to be followed", and 2 CFR 200.320(c) "Procurement by Sealed Bid procedures", Revised 01-01-2018.

Statements by the Contractor for payment for the aforesaid services shall be itemized on "Invoice" (Form RW 6.17-F or Form RW 6.17-H)

(b) For appearances in court or before Court appointed Commissioners, or for preparation and appearances at conferences prior to trial or for the purpose of giving depositions on behalf of the WVDOH, the Contractor shall be paid at the rate of \$ 150.00 per hour. Such rate shall include all costs including overhead and expenses incurred in rendering such services.

(c) In the event the scope and character of the work provided for herein is materially changed due to substantially revised plans or additional work is required by the WVDOH, the Contractor agrees to furnish the required revisions or supplements and to perform the additional work requested by the WVDOH in excess of that set forth in the contract, at the rate of \$ 85.00 per hour for the time required to prepare such revisions or to perform such additional work.

3. The Contractor shall begin work upon notification and shall fully complete the reports and furnish to the WVDOH via electronic media one (1) copy of each report no later than 4:00 p.m. on _____. It is fully understood and agreed that in the event the

Contractor shall fail to perform the work within the time herein provided, a penalty of one percent (1%) per calendar day shall be forfeited and deducted from the fees in Paragraph 2 above for each parcel not received by the date due for a maximum of thirty (30) calendar days at which time the contract may be canceled, without payment, at the discretion of the WVDOH. However, upon written application by the Contractor, in the event of extenuating circumstances, WVDOH may, at its discretion, expressly grant in writing an extension of time to the Contractor.

4. (a) Appraisal Reports, including all necessary documentation and supporting data, for each parcel in this agreement shall be submitted on Form RW 6.06 or Form RW 6.07-PM, as from time to time hereafter revised. Appraisal Review Reports, including all necessary documentation and supporting data, for each parcel in this agreement shall be submitted on Form RW 6.10-C or Form RW 6.10-PM and Form RW 6.11, as from time to time hereafter revised. All reports must contain the applicable information required by the WVDOH including that in 49 CFR 24 and the *Uniform Standards of Professional Appraisal Practice*

(b) Specialty Reports shall be in an appropriate narrative format.

5. Termination of Contract:

(a) The WVDOH shall have the right to terminate this contract with regard to any or all services provided for herein for any of the following reasons:

- (1) In the event of changes in WVDOH plans which obviate the necessity of any work which may be involved.
- (2) If work is not completed and delivered by the dates listed in the contract or extension dates.
- (3) If the contract is not returned signed within fifteen (15) days of receipt.

(b) Such termination notice shall be given by the WVDOH to the Contractor in writing by Certified Mail to the last known address of the Contractor. In such event, the WVDOH will be liable to the Contractor for only those services which have been rendered prior to the date of notification of termination.

(c) In the event of the termination of any or all of the work provided for under this contract, the Contractor shall be paid for the particular parcels terminated in proportion to the work and services actually completed on such parcel or parcels involved, as of the date of termination.

(d) Upon termination of this contract, or any part thereof, for any reason provided for herein, any and all work actually performed by the Contractor shall become the property of the WVDOH.

6. This contract may be supplemented in the event the scope and character of work provided for herein is materially changed due to substantially revised plans or additional work as may be required by the WVDOH. In such event, a Supplemental Contract covering only such revisions or changes as agreed upon by the Contractor and the WVDOH shall provide for equitable adjustments regarding the time of performance.

7. The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this agreement. For breach or violation of this warranty, the WVDOH shall have the right to annul this agreement without liability.

8. Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this agreement, shall be decided by the WVDOH, subject only to an appropriate appeal to the Court of Claims pursuant to the provisions of Chapter 14, Article 2 of the Code of West Virginia (Acts 1967, c 27) as from time to time thereafter amended.

9. The Contractor agrees to indemnify and save harmless the WVDOH, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms or corporations furnishing work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

10. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the WVDOH.

11. This contract may not be assigned, transferred or subcontracted, either in whole or in part by the Contractor.

12. The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work.

13. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by both parties hereto, and that no oral understanding or agreement not incorporated herein, nor any alteration or variation of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

14. During the performance of this contract, the Contractor agrees as follows:

(a) Compliance with Regulations: The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Information and Reports: The Contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the WVDOH or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the WVDOH or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

(d) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the WVDOH shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or part.

15. It is agreed by and between the parties hereto that in the performance of the terms, conditions and provisions of this contract by the Contractor that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Signature of Contractor

Recommended: Appraisal Section Manager

Contractor's License or Certification No. _____

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

APPRAISAL REPORT

State Project No.: _____ Parcel No.: _____

Federal Project No.: _____

County: _____ DOH District: _____

Property Address or Location: _____

Name and Address of Owner: _____

Name of Tenant, if Any: _____

Appraised by: _____

**West Virginia Department of Transportation
Division of Highways
1900 Kanawha Boulevard, East
Building Five, Room 820
Charleston, West Virginia 25305-0430**

State Project:

Federal Project:

Parcel No.:

CERTIFICATE OF APPRAISER

I hereby certify that:

I personally made a field inspection of the property herein appraised, and that I have afforded _____, the property owner or designated representative, the opportunity to accompany me at the time of inspection. (If inspection accompaniment does not occur, state reason) _____

To the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I understand that the intended use of this appraisal report is in connection with the acquisition for right of way on a highway project or other related purpose. I understand the intended user is the West Virginia Department of Transportation.

I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of this appraisal report within the three-year period immediately preceding acceptance of this assignment.

I have no direct or indirect present or prospective interest in the property that is the subject of this report or in any benefit from the acquisition of such property appraised and I have no personal interest or bias with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the WVDOH Manual *Information for Appraisers*; and the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Foundation except where Jurisdictional Exceptions and/or Supplemental Standards apply. This appraisal report has been clearly and accurately prepared in conformity with the law and public policy of the West Virginia Department of Transportation.

I understand this appraisal report is subject to the appraisal review process in conformity with USPAP Standards Rule 3, and applicable state and federal law, regulations and public policy. To the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established state law.

I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency of said State or officials of the Federal Highway Administration and I will not do so until so authorized by said officials, or until required to do so by due process of law.

Any decrease or increase in the fair market value of real property prior to the date of this appraisal caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property. Such project influence was disregarded in the Before value Estimate but was considered in the After Value Estimate. This is a Jurisdictional Exception to USPAP.

Unless indicated below, no one provided significant real property appraisal assistance to the undersigned appraiser.

The undersigned appraisers have made a personal field inspection of the subject property and the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the report or in a data book.

My opinion of the fair market value of the property being acquired, including temporary easements, as of the _____ day of _____, 20____, the effective date of the appraisal, is \$ _____ based upon my independent appraisal and the exercise of my professional judgment.

Date Signed_____
Signature of Principal Appraiser_____
WV Certification No.

As defined by USPAP Standard Rule 2, this is a

Date Signed_____
Signature of Other Appraiser_____
(Appraisal Report / Restricted Appraisal Report)_____
Apprentice, License or Certification No.

- Form RW 6.06 (Rev. 10/2018)

State Project:

Federal Project:

Parcel No.:

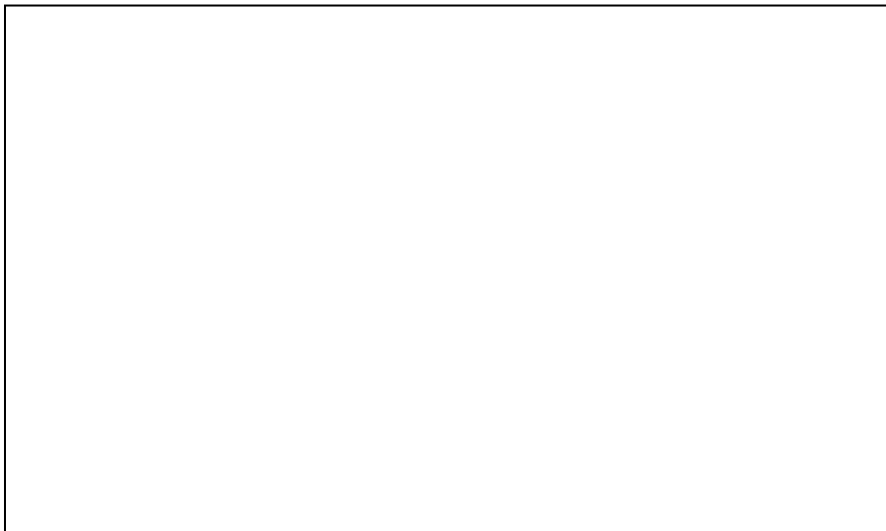
DESCRIPTION OF PROPERTY: Give brief area/neighborhood description. Identify and describe the real estate and/or real property interest being appraised. Describe the property or interest being acquired and the remainder(s), if any. Include an identification or listing of the buildings, structures, and other improvements on the land, as well as fixtures which the appraiser considered to be part of the real property. (Reference to neighborhood analysis in a data book may be made when applicable.) **NOTE:** Areas must be given in metric followed by the English equivalent in square brackets if the plans show both. (See "Information for Appraisers")

State Project:

Federal Project:

Parcel No.:

PHOTOGRAPHS: Include identified photographs of the subject property including all principle aboveground improvements or unusual features affecting the value of the property to be taken or damaged.



ATTACH **SKETCH OR PLAT** OF PROPERTY SHOWING TAKE AS ADDENDA EXHIBIT

State Project:

Federal Project:

Parcel No.:

SALES COMPARISON APPROACH TO VALUE

- A. Comparable sales, identified by number and also by address, may be either included in this report or contained in a separate market data book. Include analysis and reasoning for each item of adjustment. Correlate the various indications of value. Use overflow sheets if necessary.

B. VALUE INDICATED BY SALES COMPARISON APPROACH: \$

(Check Applicable Blank Below)

ENTIRETY () RESIDUE () LAND VALUE ONLY ()

State Project:

Federal Project:

Parcel No.:

COST APPROACH TO VALUE

- A. LAND VALUE (See Report Pages: _____) \$
- B. VALUE OF IMPROVEMENTS: Show specific source of cost data including page numbers of any reference material; show all pertinent calculations and an explanation of each type of accrued depreciation. **Reconcile** this approach following calculations.

TOTAL VALUE OF IMPROVEMENTS \$

- C. VALUE INDICATED BY COST APPROACH (Total of Land and Improvements) \$

(Check Applicable Blank Below)

ENTIRETY () RESIDUE ()

State Project:

Federal Project:

Parcel No.:

INCOME APPROACH TO VALUE

- A. LAND VALUE OR BUILDING VALUE (See Report Pages: _____) \$
- B. CAPITALIZATION: Documentation is required to support the income, expenses, discount rate, remaining economic life and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.

- C. VALUE INDICATED BY INCOME APPROACH \$

(Check Applicable Blank Below)

ENTIRETY () RESIDUE ()

State Project:

Federal Project:

Parcel No.:

VALUE OF ENTIRETY

VALUE INDICATED BY SALES COMPARISON APPROACH \$

VALUE INDICATED BY COST APPROACH \$

VALUE INDICATED BY INCOME APPROACH \$

- A. RECONCILIATION AND VALUE CONCLUSION
(Explain nonuse of any approach to value.)

ESTIMATED FAIR MARKET VALUE OF ENTIRETY \$

- B. ALLOCATION OF LAND AND IMPROVEMENTS. List major structures and improvements and show the allocated value of each.

LAND \$

IMPROVEMENTS \$

TOTAL \$

State Project:

Federal Project:

Parcel No.:

PARTIAL TAKE ONLY**A. DESCRIPTION AND VALUATION OF LAND AND IMPROVEMENTS TAKEN**

LAND TAKEN	\$	
IMPROVEMENTS TAKEN	\$	
TOTAL VALUE OF LAND AND IMPROVEMENTS TAKEN	\$	_____

B. VALUE OF RESIDUE AS PART OF ENTIRETY

VALUE OF ENTIRETY (From Page 8)	\$	
LESS - VALUE OF TAKE (A - above)	\$	
VALUE OF RESIDUE AS PART OF ENTIRETY	\$	_____

The after value shall be supported to the same extent as the before value. If two or more approaches to value are used, reconciliation is required. Explain nonuse of any approach to value. Use appropriate forms for various approaches to value the residue after the taking.

(The after value estimates, both as to land and improvements, should be supported by one or more of the following methods as applicable: (a) Sales comparable to remainder properties; (b) Sales of comparable properties from which there have been similar takings for like usage; (c) Development of the Income Approach on properties which show economic loss or gain as a result of similar takings for like usages; (d) Indications from severance studies as related to similar takings; (e) Public sales of comparable lands by the State or other public agencies; (f) In the event the data described in "a" thru "e" above are not available, the appraisal shall so state and give detailed reasoning for the value estimate).

State Project:

Federal Project:

Parcel No.:

DESCRIPTION OF RESIDUE

EFFECTS OF TAKING

COST TO CURE, IF ANY: (Explain and show calculations.)

State Project:

Federal Project:

Parcel No.:

VALUE OF RESIDUE AFTER TAKE

VALUE INDICATED BY SALES COMPARISON APPROACH	\$
VALUE INDICATED BY COST APPROACH	\$
VALUE INDICATED BY INCOME APPROACH	\$

A. RECONCILIATION AND VALUE CONCLUSION (Explain nonuse of any approach to value.)

ESTIMATED FAIR MARKET VALUE OF RESIDUE AFTER TAKE	\$

B. SUMMARY OF LAND AND IMPROVEMENTS TAKEN:

(1) LAND-----	\$	
(2) IMPROVEMENTS-----	\$	
(3) TOTAL-----	\$	=====

C. (1) VALUE OF ENTIRETY (Larger Parcel)
BEFORE TAKE \$

(2) VALUE OF TAKE	\$	_____ > > >	\$

(3) VALUE OF RESIDUE BEFORE TAKE-C(1) minus C(2)	\$

(4) VALUE OF RESIDUE AFTER TAKE (including all damages less all benefits)	\$

(5) DAMAGES TO RESIDUE-C(3) minus C(4)	\$

(6) TEMPORARY EASEMENT (If any)	\$	=====

(7) ESTIMATED FAIR MARKET VALUE OF LAND AND IMPROVEMENTS TAKEN PLUS DAMAGES TO RESIDUE, IF ANY, LESS ALL BENEFITS-C(2) plus C(5) plus C(6)	\$

Parcel No.:

REALTY/PERSONALTY DISTRIBUTION

List below all items other than land and buildings such as machinery, equipment, HVAC units, fixtures, etc. to the end that a preliminary agreement is reached as to what items will be appraised as realty and what items will not be appraised and considered personalty. Indicate beside each item which party owns or claims the item; (R) for Realty Owner, (T) for Tenant Owner.

REALTY ITEMS	OWNER	PERSONALTY ITEMS	OWNER

Initials: Appraiser _____ Realty Owner _____ Tenant Owner _____ Date _____

Sheet _____ of _____

State Project:

Federal Project:

Parcel No.:

OVERFLOW FROM

CONTINUED FROM PAGE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**PROPERTY MANAGEMENT
APPRAISAL REPORT**

Project No.: _____ Parcel No.: _____

PM File No.: _____ WVDOH Authorization No.: _____

County: _____ WVDOH District: _____

Property Address or Location: _____

Name and Address of Owner: _____

Appraised by: _____

**West Virginia Department of Transportation
Division of Highways
1900 Kanawha Boulevard, East
Building Five, Room 820
Charleston, West Virginia 25305-0430**

Project: _____
 PM File No. _____

Parcel No. _____
 WVDOH Auth. No. _____

CERTIFICATE OF APPRAISER

I hereby certify that:

I have made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented in the appraisal report or in the databook or report which supplements this appraisal report.

To the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I understand that the intended use of this appraisal report is in connection with the sale/lease of excess right of way or a requested break in the Controlled Access Right of Way (Enhancement Value) or other related purpose. I understand the intended user is the West Virginia Department of Transportation.

I have no direct or indirect present or prospective interest in the property that is the subject of this report or in any benefit from the acquisition of such property appraised and I have no personal interest or bias with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the WVDOH Manual *Information for Appraisers*; and the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Foundation except where Jurisdictional Exceptions apply. This appraisal report has been clearly and accurately prepared in conformity with the law and public policy of the West Virginia Department of Transportation.

I understand this appraisal report is subject to the appraisal review process in conformity with USPAP Standards Rule 3, and applicable state and federal law, regulations and public policy. To the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established state law.

I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency of said State or officials of the Federal Highway Administration and I will not do so until so authorized by said officials, or until required to do so by due process of law.

No one, other than those identified in the report or signing below, provided significant real property appraisal assistance to the Principal Appraiser.

The undersigned appraisers have made a personal field inspection of the subject property and the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the report or in a data book.

My opinion of the fair market value of the property for sale or lease, as of the _____ day of _____, 20____, based upon my independent appraisal and the exercise of my professional judgment, which is the effective date of the appraisal, is \$ _____.

 Date Signed

 Signature of Principal Appraiser

 WV Certification No.

As defined by USPAP Standard Rule 2, this is a

 Date Signed

 Signature of Other Appraiser

 (Appraisal Report / Restricted Appraisal Report)

 Apprentice, License or Certification No.

Seller	Purchaser	Date	Book/Page	Consideration	Verified With:

K. Restrictions which would affect the sale price/rental value of this property:

Project: _____
PM File No. _____

Parcel No. _____
WVDOH Auth. No. _____

DESCRIPTION OF PROPERTY: Give a brief area/neighborhood description together with a description of the property or interest being appraised. Include an identification or listing of the buildings, structures, and other improvements on the land, as well as fixtures, which the appraiser considered to be part of the real property. (Reference to neighborhood analysis may be made when applicable.)

Project: _____
PM File No. _____

Parcel No. _____
WVDOH Auth. No. _____

VALUATION: Use the only applicable and necessary approaches to value in estimating sale price/rental fee. Include appropriate data and analyses, or reference to same, to explain, substantiate and thereby document the estimate of sale price/rental fee. (Additional pages may be inserted if necessary.) Show what, in your judgment, is a reasonable allocation of the various land, building, and other improvement components.

Estimated Value of Property / Lease Fee:

\$

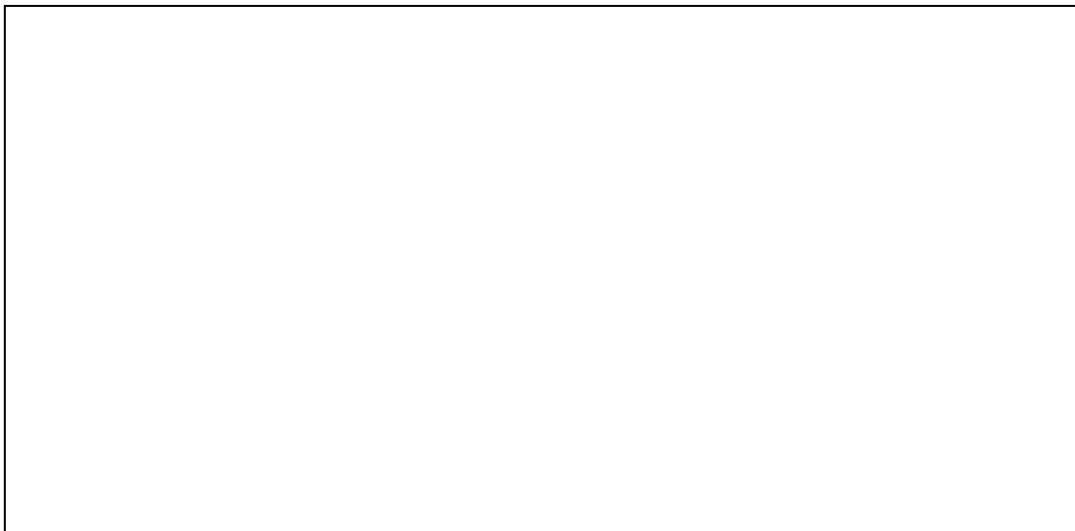
Project: _____
PM File No. _____

Parcel No. _____
WVDOH Auth. No. _____

PHOTOGRAPHS: Include identified photographs of the subject property including all principle aboveground improvements or unusual features affecting the value of the property such as features limiting use or property restrictions, i.e. parking, beautification, recreation, setback requirements, drainage, etc.



ATTACH **SKETCH OR PLAT** OF PROPERTY TO BE SOLD/LEASED:



Project: _____

Parcel No. _____

PM File No. _____

WVDOH Auth. No. _____

OVERFLOW FROM

CONTINUED FROM PAGE _____

State Project:

Federal Project:

Parcel No.:

Owner(s):

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

CERTIFICATE & STATEMENT OF CONTRACT REVIEW APPRAISER

I hereby certify that, to the best of my knowledge and belief:

The facts and data reported by the Contract Review Appraiser and used in the review process are true and correct and a field inspection of the subject and comparable properties was performed by the undersigned Contract Review Appraiser.

I understand that the intended user of this report is the State of West Virginia, Department of Transportation, Division of Highways and that the intended use is for the eminent domain acquisition of certain described interests in real estate for public projects.

The reported analyses, opinions, and conclusions in this review statement are limited only by the reported assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

I have no direct or indirect present or prospective future personal interest in the property that is the subject of this report, or in any monetary benefit from its acquisition. I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.

My engagement in this assignment is not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with 49 CFR 24 and the *Uniform Standards of Professional Appraisal Practice* (USPAP), except where Jurisdictional Exceptions are applicable, as well as the requirements of the currently approved "Information for Appraisers" manual as published by the West Virginia Department of Transportation, Division of Highways as applicable assignment conditions.

Unless otherwise stated, this value estimate contains no items compensable under State law but not eligible for Federal reimbursement. Any non-compensable items are listed below, together with their appraised value followed by the notation ("non-compensable").

Unless indicated below, no one provided significant real property appraisal assistance to the undersigned Contract Review Appraiser. I did personally inspect the subject property of the work under review.

It is my opinion that the fair market value of the land and improvements taken plus damages to the residue, if any, less all benefits, if any, is:

\$ _____, as of _____, which is the effective date of valuation. This value is allocated as follows:

Take	\$
Damage	\$
Other	\$

The basis for the above fair market value is a/an () **Recommended** () **Accepted** () **Not Accepted** appraisal report by _____ WVCGA # _____. The value conclusion in the appraisal report by _____ has been (). This report is believed to fulfill the scope of work in the assignment. In the opinion of the undersigned Contract Review Appraiser, this approved report utilizes appropriate appraisal methods and techniques and contains adequate and relevant data which were properly adjusted in accordance with 49 CFR 24 and the *Uniform Standards of Professional Appraisal Practice* (USPAP), except where Jurisdictional Exceptions are applicable, as well as the requirements of the currently approved "Information for Appraisers" manual as published by the West Virginia Department of Transportation, Division of Highways as applicable assignment conditions.

Hazardous material or waste involved? None noted. This may or may not affect the amount of Compensation Due the property owner(s). N/A

Date of Review

Signature of Contract Review Appraiser
WV General Certification No. _____

Acting for the West Virginia Department of Transportation, the undersigned Appraisal Section employee has established the above approved amount which is believed to be just compensation for the real property to be acquired, plus any applicable damages, less all benefits, pursuant to 49 CFR 24, state law and public policy. The Jurisdictional Exception Rule to USPAP is invoked to allow the Appraisal Manager or their designated employees to perform this Administrative Concurrence.

Date of Concurrence

Signature of Administrative Concurrence

PM No.:

Federal Project:

Parcel No.:

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

CERTIFICATE & STATEMENT OF CONTRACT REVIEW APPRAISER

on a
PROPERTY MANAGEMENT APPRAISAL
Used for a Requested Break in Controlled Access R/W (Enhancement Value)
and
Property Management Appraisals

I hereby certify that, to the best of my knowledge and belief:

The facts and data reported by the Contract Review Appraiser and used in the review process are true and correct and a field inspection of the subject and comparable properties was performed by the undersigned Contract Review Appraiser.

I understand that the intended user of this report is the State of West Virginia, Department of Transportation, Division of Highways, and that the intended use is for the sale/lease of excess right of way or a requested break in the Controlled Access Right of Way (Enhancement Value).

The reported analyses, opinions, and conclusions in this review statement are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

That I have no present or prospective interest in the property that is the subject of this report, no personal interest with respect to the parties involved, or any monetary benefit from its sale or lease.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with 49 CFR 24 and the *Uniform Standards of Professional Appraisal Practice* (USPAP), except where Jurisdictional Exceptions are applicable, as well as the requirements of the currently approved "Information for Appraisers" manual as published by the West Virginia Department of Transportation, Division of Highways as applicable assignment conditions.

Unless otherwise stated, an inspection of the appraised property and any comparable sales or leases analyzed was performed by the undersigned Contract Review Appraiser.

Unless indicated below, no one provided significant real property appraisal assistance to the undersigned Contract Review Appraiser. I did personally inspect the subject property of the work under review.

It is my opinion that the Estimate of fair market value of the land and/or improvements to be sold or leased as of _____ is: \$ _____

The basis for the above value is the ☐ **Recommended** ☐ **Accepted** ☐ **Not Accepted** appraisal report by _____

Date of Review

Signature of Contract Review Appraiser
WV General Certification No. _____

Acting for the West Virginia Department of Transportation, the undersigned Appraisal Section employee has established the above approved amount which is believed to be just compensation for the real property to be acquired, plus any applicable damages, less all benefits, pursuant to 49 CFR 24, state law and public policy. The Jurisdictional Exception Rule to USPAP is invoked to allow the Appraisal Manager or their designated employees to perform this Administrative Concurrence.

Date of Concurrence

Signature of Administrative Concurrence

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

STATEMENT OF JUST COMPENSATION AND SUMMARY

Date: _____ State Project: _____ Federal Project: _____ Parcel No.: _____
 Tenant(s) _____ Owners: _____

In accordance with the provisions of 49 CFR 24.102(e) of the "Uniform Relocation and Real Property Acquisition Policies Act of 1970", as amended, the West Virginia Department of Transportation, Division of Highways, herewith submits a written statement of, and summary of the basis for, the amount it has established as just compensation for the above-identified parcel.

Section 3, Article 9, of the Constitution of West Virginia, provides in part that "private property shall not be taken or damaged for public use without just compensation". The West Virginia Supreme Court of Appeals has indicated that the true measure of just compensation is the fair market value of the property actually taken at the time it was appropriated, plus the difference between the fair market value of the residue of the property immediately before and immediately after the taking, beyond all benefits that may accrue from construction of the improvements for which the property is taken and damaged. To this end, the West Virginia Department of Transportation, Division of Highways, has obtained the services of competent and experienced real estate appraisers and specialists who employ established appraisal and valuation techniques and approaches such as Income, Market, and Cost Analysis in arriving at an estimate of fair market value in accordance with the principles established by the West Virginia Supreme Court of Appeals.

The amount established as just compensation is not less than the West Virginia Department of Transportation, Division of Highways' approved appraisal of the fair market value of the property being acquired. Any decrease or increase in the fair market value of this real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in estimating the compensation for this property.

Unless otherwise stated in the attached option or deed, the amount established as just compensation is for the real property being acquired, which includes land, buildings, structures, or improvements located on, or damaged as a result of the taking of the areas and interest described in the attached option or deed. The amount established as just compensation does not include items of personal property such as household furnishings, clothing, and appliances. The West Virginia Department of Transportation, Division of Highways, will pay the owner of personal property reasonable and necessary moving cost in accordance with the Department's Brochure regarding Relocation Assistance, Moving Cost, Replacement Housing and Appeals.

The full amount established as just compensation for this parcel \$

This amount is summarized as follows:

Property Taken	\$
Damages to Residue, if any, less benefits, if any	\$
Other	\$
Other	\$
Total	\$

Optional Allocation:

Property Taken	\$
Damages to Residue, if any, less benefits, if any	\$
Other	\$
Total	\$

Excluded from the optional allocation are the following tenant owned improvements:

\$ -0- has been estimated as the cost to remove or clean-up hazardous materials or waste found on the property. In the event of Condemnation, the amount to be deposited in Court will be \$

West Virginia Department of Transportation
Division of Highways

FEE APPRAISER EVALUATION FORM

Appraiser: _____

Office Location: _____

Project: _____

Resourcefulness		Competence of Technical Personnel		Quality, Accuracy & Completeness		Adherence to Standards, Specifications & Policies		Timeliness		Cooperation		Comments
a.		a.		a.		a.		a.		a.		
b.		b.		b.				b.		b.		
c.		c.		c.				c.		c.		
				d.				d.		d.		
				e.						e.		
				f.								
	0		0		0		0		0		0	
	0.00		0.00		0.00		0.00		0.00		0.00	

WVDOH Staff

Reviewer: _____

Review Consultant

Date: _____

Overall Rating: 0.00

RATING CRITERIA

1. **RESOURCEFULNESS**
 - a. Ability to handle difficult assignments
 - b. Ability to be innovative, if required
 - c. Ability to seek out all necessary data
2. **COMPETENCE OF TECHNICAL PERSONNEL**
 - a. Ability to support all decisions
 - b. Understanding of the project's technical requirements
 - c. Ability to be flexible to changing project requirements
3. **QUALITY, ACCURACY, AND COMPLETENESS OF WORK**
 - a. Number of changes or revisions required
 - b. Neatness of product
 - c. Comprehensiveness
 - d. Number and frequency of errors and omissions
 - e. Properly and expeditiously corrects errors and omissions
 - f. Proper follow-up of the effects of errors and omissions on the entire project
4. **ADHERENCE TO WVDOT APPRAISAL STANDARDS, SPECIFICATIONS AND POLICIES**
 - a. Ability to follow specifications and/or directions by WVDOT without excessive guidance
5. **TIMELINESS**
 - a. Ability to meet schedules when ample time is given
 - b. Ability to meet rush schedules (short time frame)
 - c. Ability to meet schedule changes mandated by WVDOT
 - d. Does the Consultant promptly return your communications?
6. **COOPERATION**
 - a. Willingness to compromise and seek resolution
 - b. Personnel are knowledgeable
 - c. Clarity and quality of presentation
 - d. Responsiveness to questions
 - e. Represents WVDOT best interest by overall effectiveness of product
7. **COMMENTS**

EVALUATION SCALE

1 – 2	NEEDS IMPROVEMENT – Work does not meet minimum WVDOT expectations and requires multiple revisions and extraordinary effort by review personnel to achieve minimum project requirements.
3 – 4	MARGINAL – Work is frequently below WVDOT expectations. Errors and omissions are excessive requiring close supervision to achieve minimum project requirements.
5 – 6	ACCEPTABLE – Performs all aspects of the project in an acceptable manner by meeting WVDOT expectations with regard to level of accuracy and attention to detail. Errors and omissions are average in number and corrected in an acceptable time period. Schedules are generally met with only minor delays encountered.
7 – 8	ABOVE AVERAGE - Work regularly meets and at times exceeds WVDOT expectations with regard to accuracy and attention to detail. Minimal errors and/or additional direction/supervision are needed to meet project requirements. Consistently meets schedules.
9 -10	EXCELLENT – All aspects of the project are met with particular attention to detail. Errors are few in number, minor in nature and corrected expeditiously. Requires little or no additional direction or supervision relative to project goals and schedules.

CONTRACT No.: _____

CONTRACT Date: _____

INVOICE FOR APPRAISAL / APPRAISAL REVIEW SERVICES – Fee on Contract

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430

State Project No.:		Federal Project No.:	County:
Parcel No.	Fee on Contract	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

 Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for PaymentPage 1 of 1

CONTRACT No.: _____

CONTRACT Date: _____

INVOICE FOR APPRAISAL / APPRAISAL REVIEW SERVICES – Hourly Basis

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430

State Project No.:		Federal Project No.:	County:
Parcel No.	Hours X Rate = Amount Due	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

 Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for PaymentPage 1 of 1

INDIVIDUAL SERVICES CONTRACT - TIME REPORT
West Virginia Department of Transportation
Division of Highways - Right of Way Division
Contractor: _____

State Proj. No. _____ Federal Proj.No. _____
Contract No. _____ County _____
Period Covered: _____

Owner(s)	Parcel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		Total Hrs.

Owner(s)	Parcel	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hrs.

Total hours for month

The above time report is true and accurate: _____
Signature of Contractor Date:

CHAPTER 7

RIGHT OF WAY CONSULTANT SERVICES

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Example	Notice of Right of Way Services	7-1
Form RW-CQ	Consultant Confidential Qualification Questionnaire.....	7-2
Example	Cost Accounting Information Statement Cover Sheet & Cert.....	7-3
Example	Consultant Evaluation Form – Combined Services Capabilities.....	7-4
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Example	Consultant Evaluation Form – Combined Services Numerical Standing	7-6
Example	Section 1 – Right of Way Consultant Services Scope of Work	7-7A
Example	Section 2 – Appraisal/Appraisal Review Services Scope of Work ..	7-7B
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Form RW 7.01	Combined Services Right of Way Services Contract	7-8
BF-2	Consultant Voucher – Invoice Form.....	7-9
Example	Invitation to Qualify for Inclusion on Approved Appraisers List	7-10
Example	Notice to Appraisers & Review Appraisers.....	7-11
Example	Contract Appraisers Proposal Bid Package	7-12
Form RW 6.04	Individual Services Contract – Appraisal / Appraisal Review	7-13
Form RW 6.17-F	Invoice – Appraisal/Appraisal Review Services – Fee on Contract ..	7-14
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Example	Contract Review Appraisers Proposal Bid Package	7-16

Form RW-TIME	Individual Services Contract – Time Report	7-17
Example	Advertisement Notice for Right of Way Individual Service Contracts..	7-18
Form RW 5.30	Request for Rate Quotations – Negotiations.....	7-19
Example	Envelope Labels for Rate Quotations	7-20
Form RW 5.31	Individual Services Contract – Negotiations	7-21
Form RW 5.32	Invoice for Negotiation Services	7-22
Form RW 12.20	Request for Rate Quotations – Relocation or Property Management.....	7-23
Form RW 12.21	Individual Services Contract – Replacement Housing, PM &/or Moving Costs ..	7-24
Form RW 12.22	Invoice for Relocation, Moving Costs, or Property Management.....	7-25
Form RW 6.21	Request for Rate Quotation – Appraisal / Appraisal Review	7-26

NOTICE OF RIGHT OF WAY SERVICES

Notice is hereby given by the West Virginia Department of Transportation, Division of Highways, that Right of Way consultant services related to transportation projects will be used for negotiation, relocation, replacement housing, property management, cemetery relocation, and other right of way activities necessary for statewide projects for fiscal year July 1, 20XX through June 30, 20XX.

Notice is hereby given for individuals interested in providing individual service contracts for negotiations, relocation, and replacement housing appraisals for statewide projects.

Firms or individuals interested in being considered for this work must submit a letter of interest and unpriced prospectus to Director, Right of Way Division, West Virginia Department of Transportation, Division of Highways, Building 5, Room 820, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305-0430, prior to 4:00 p. m., May 31, 20XX.

As a minimum, the proposal will include the following:

1. Firms must have a current completed copy of the Division's Right of Way Consultant Confidential Qualification Questionnaire (RW Form CQ). The Questionnaire must be on file or accompany the proposal. Any questionnaire on file should be current each year. Firms must also have a current completed copy of West Virginia Department of Transportation, Division of Highways Cost Accounting Information Statement. Individual service contractors are not required to complete the Questionnaire or Accounting Statement.
2. Overall capabilities to handle this work, including tentative workforce available to assign, personnel qualifications and present workload.
3. Indicate the areas of the State in which you are willing to work.
4. Firms or individuals must indicate the type(s) of work proposed to be subcontracted.
5. Firms or individuals must indicate whether a cost accounting system has been maintained and is in effect such that it is capable of segregating and identifying accumulating costs for each job that is performed under cost-type contracts.

Notice for Right of Way Services

6. Type of work anticipated to be subcontracted or performed by a sub-consultant. The firm must provide a written commitment if it intends to utilize a Disadvantaged Business Enterprise registered with the Division of Highway's Contract Administration Division's EEO Section to perform a portion of the work and shall identify the firm to be utilized and the work to be performed or, as a minimum, identify the work to be performed by such a firm. It is the Department's goal to utilize Disadvantaged Business Enterprises to the fullest extent practical on these projects.
7. Prior to entering into contract negotiations, the selected firm and any sub-consultants shall submit a current audited overhead rate computation performed by a State or Federal government agency or independent CPA firm. The submitted overhead audit shall contain a detailed exhibit of the computations with all applicable eliminations and references. The audit shall be done in accordance with Government Auditing Standards issued by the Comptroller General of the United States and all eliminations required by the Federal Acquisition Regulations will be made. This requirement will be waived for the selected firm or any sub-consultant when its portion of the fee for the project is less than One Hundred Thousand Dollars (\$100,000). In such instances, a company computed overhead rate may be utilized.
8. Individuals must provide a detailed set of qualifications including: education, experience and client list with name, address and phone number of contact persons.

Individual Services Contractors must provide the information as requested in Item 8. Firms offering combined Right of Way services must provide the information as requested in Items 1 through 8.

It is the policy of the West Virginia Department of Transportation, Division of Highways, that Disadvantaged, and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS
RIGHT OF WAY CONSULTANT CONFIDENTIAL QUALIFICATION QUESTIONNAIRE**

1. FIRM NAME			DATE (Day, Month, Year)																
2. PRIMARY OFFICE BUSINESS ADDRESS			3. F.E.I.N.																
4. PRIMARY OFFICE TELEPHONE	5. ESTABLISHED (Year)	6. TYPE OWNERSHIP ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint-Venture ☐ Other _____		6a. MINORITY OWNED ☐ YES (Submit Documentation) ☐ NO															
7. PRESENT OFFICES: Address/Telephone/Person-In-Charge/Number of Personnel in Each Office																			
8. NAMES OF PRINCIPAL OFFICIALS OR MEMBERS OF FIRM																			
9. PERSONNEL BY DISCIPLINE: <table style="width: 100%; border: none;"> <tr> <td>_____ ECONOMISTS</td> <td>_____ PLANNERS-URBAN/REGIONAL</td> <td>_____ SECRETARIES</td> </tr> <tr> <td>_____ APPRAISERS (WV Certified General)</td> <td>_____ ENVIRONMENTALISTS</td> <td>_____ PROJECT MANAGERS</td> </tr> <tr> <td>_____ REVIEW APPRAISERS (WV Certified General)</td> <td>_____ ESTIMATORS</td> <td>_____ OTHER _____</td> </tr> <tr> <td>_____ DRAFTSMEN</td> <td>_____ NEGOTIATORS</td> <td>_____ PROPERTY MANAGERS</td> </tr> <tr> <td></td> <td>_____ RELOCATION SPECIALISTS</td> <td>_____ TOTAL PERSONNEL</td> </tr> </table>					_____ ECONOMISTS	_____ PLANNERS-URBAN/REGIONAL	_____ SECRETARIES	_____ APPRAISERS (WV Certified General)	_____ ENVIRONMENTALISTS	_____ PROJECT MANAGERS	_____ REVIEW APPRAISERS (WV Certified General)	_____ ESTIMATORS	_____ OTHER _____	_____ DRAFTSMEN	_____ NEGOTIATORS	_____ PROPERTY MANAGERS		_____ RELOCATION SPECIALISTS	_____ TOTAL PERSONNEL
_____ ECONOMISTS	_____ PLANNERS-URBAN/REGIONAL	_____ SECRETARIES																	
_____ APPRAISERS (WV Certified General)	_____ ENVIRONMENTALISTS	_____ PROJECT MANAGERS																	
_____ REVIEW APPRAISERS (WV Certified General)	_____ ESTIMATORS	_____ OTHER _____																	
_____ DRAFTSMEN	_____ NEGOTIATORS	_____ PROPERTY MANAGERS																	
	_____ RELOCATION SPECIALISTS	_____ TOTAL PERSONNEL																	
10. IF SUBMITTAL IS BY JOINT-VENTURE, LIST PARTICIPATING FIRMS & OUTLINE SPECIFIC AREAS OF RESPONSIBILITIES (INCLUDING ADMINISTRATIVE, TECHNICAL, & FINANCIAL) FOR EACH FIRM. (Each Participating Firm Must Complete "Right of Way Consultant Qualification Questionnaire" If Copy Is Not On File With Department.)																			
10a. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? ☐ YES ☐ NO DATE _____ LOCATION _____																			

11. AFFILIATED KEY CONSULTANTS/ASSOCIATES ANTICIPATED TO BE USED. Attach "Right Of Way Consultant Confidential Qualification Questionnaire" For Each If Copy Is Not On File With Department.		
NAME AND ADDRESS	SPECIALTY	WORKED WITH BEFORE
(1)		☐ YES ☐ NO
(2)		☐ YES ☐ NO
12. A. Is your company experienced in Negotiations? ☐ YES Describe: _____ ☐ NO _____		
B. Is your company experienced in Relocation? ☐ YES Describe: _____ ☐ NO _____		
C. Is your company experienced in Eminent Domain Appraisal? ☐ YES Describe: _____ ☐ NO _____		
D. Is your company experienced in Property Management? ☐ YES Describe: _____ ☐ NO _____		
E. Is your company experienced in Right of Way Project Management? ☐ YES Describe: _____ ☐ NO _____		

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND KEY PERSONNEL THAT WOULD BE COMMITTED TO PROJECT (Furnish Complete Data But Keep To Essentials)			
NAME (Last, First, Middle Initial)	EXPERIENCE (Years)		
	As Principal In This Firm	As Principal In Other Firms	Other Than Principal
EDUCATION Degree/Year/Specialization/Area Of Right of Way Expertise (ie: Project Manager - Negotiator - Relocation - Property Management)			
PRESENT WORK ASSIGNMENT - Title And % Of Job Complete - Date Available For Additional Work			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS AND LICENSES			
NAME (Last, First, Middle Initial)	EXPERIENCE (Years)		
	As Principal In This Firm	As Principal In Other Firms	Other Than Principal
EDUCATION Degree/Year/Specialization/Area Of Right of Way Expertise (ie: Project Manager - Negotiator - Relocation - Property Management)			
PRESENT WORK ASSIGNMENT - Title And % Of Job Complete - Date Available For Additional Work			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS AND LICENSES			
NAME (Last, First, Middle Initial)	EXPERIENCE (Years)		
	As Principal In This Firm	As Principal In Other Firms	Other Than Principal
EDUCATION Degree/Year/Specialization/Area Of Right of Way Expertise (ie: Project Manager - Negotiator - Relocation - Property Management)			
PRESENT WORK ASSIGNMENT - Title And % Of Job Complete - Date Available For Additional Work			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS AND LICENSES			

COMPLETE ADDITIONAL COPIES OF THIS PAGE FOR ADDITIONAL PERSONNEL

14. CURRENT PROJECTS ON WHICH YOU ARE DESIGNATED AS THE PRIMARY RIGHT OF WAY CONSULTANT				
PROJECT NAME AND TYPE	LOCATION	AGENCY AND CONTACT PERSON	PROJECT RESPONSIBILITY AND NUMBER OF PARCELS	PERCENT COMPLETED AS OF THIS DATE
TOTAL NUMBER OF PROJECTS: _____		TOTAL NUMBER OF PARCELS & RELOCATION CASES: _____		

COMPLETE ADDITIONAL COPIES OF THIS PAGE IF NEEDED

15. CURRENT PROJECTS ON WHICH YOU ARE ASSOCIATED WITH OTHERS AS A RIGHT OF WAY SUB-CONSULTANT				
PROJECT NAME AND TYPE	LOCATION	AGENCY AND CONTACT PERSON	PROJECT RESPONSIBILITY AND NUMBER OF PARCELS	PERCENT COMPLETED AS OF THIS DATE
TOTAL NUMBER OF PROJECTS: _____		TOTAL NUMBER OF PARCELS & RELOCATION CASES: _____		

COMPLETE ADDITIONAL COPIES OF THIS PAGE IF NEEDED

16. WORK COMPLETED WITHIN LAST 10 YEARS ON WHICH YOU WERE A RIGHT OF WAY CONSULTANT OR SUB-CONSULTANT						
NAME AND TYPE OF PROJECT	LOCATION	AGENCY AND CONTACT PERSON	CONSULTANT OR SUB-CONSULTANT	NUMBER OF PARCELS	YEAR	CONSTRUCTED (Yes or No)

COMPLETE ADDITIONAL COPIES OF THIS PAGE IF NEEDED

17. COMPLETED WORK WITHIN LAST 10 YEARS ON WHICH YOU WERE ASSOCIATED WITH OTHER FIRMS AS A RIGHT OF WAY SUB-CONSULTANT (Indicate Phase Of Work For Which Your Firm Was Responsible)					
NAME AND TYPE OF PROJECT	LOCATION	AGENCY AND CONTACT PERSON	PROJECT RESPONSIBILITY AND NUMBER OF PARCELS	YEAR	CONSTRUCTED (Yes or No)

COMPLETE ADDITIONAL COPIES OF THIS PAGE IF NEEDED

18.

PROVIDE ANY ADDITIONAL INFORMATION ABOUT YOUR FIRM OR PERSONNEL PERTINENT TO THIS QUESTIONNAIRE.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

COST ACCOUNTING INFORMATION STATEMENT

COVER SHEET AND CERTIFICATION

Name of Company:

Address:

Is the above company part of a holding company ()Yes ()No
If Yes, give name and address of holding company:

The above address is ()Home Office ()Field Office
If Field Office, give Home Office address:

Name and title of person completing this form:

Phone Number (include area code and extension):

Date of this statement:

CERTIFICATION

I certify that to the best of my knowledge and belief this Statement is the complete and accurate disclosure as of the above date by this company of its cost accounting practices.

(Name)

(Title)

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

COST ACCOUNTING INFORMATION STATEMENT

Instructions for completing the form

Most items on the form can be completed by checking the applicable box (). If additional information is required, attach separate sheets with flowcharts and narratives, as applicable.

This Cost Accounting Information Statement consists of five (5) sections, as follows:

Section I - General Information

This section pertains to general financial and operational information. This includes current financial year costs, general management and accounting structures, government contract relationships, and your knowledge of cost accounting guidelines.

Section II - Direct Costs

Direct Costs are those costs that can be charged as project costs, such as direct labor, mileage, etc. You should use generally accepted accounting descriptions of direct costs in your determination.

Section III - Direct vs. Indirect Costs

The purpose of this section is to determine how costs are charged to government contracts, and also other contracts. Additional instructions are included in this section.

Section IV - Indirect Costs (Overhead)

These are costs that cannot be attributed to a specific contract or work order. These costs may be grouped together into cost allocation pools, such as General and Administrative, Payroll Burden, etc. Examples may include insurance, utilities, clerical labor, and more.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

COST ACCOUNTING INFORMATION STATEMENT

Section V - Corporate or Group Expenses

This section attempts to determine how indirect costs are attributable to various segments of a company, including home office, field offices, joint ventures, partnerships, etc.

Some terminology used or phrasing of a particular question may be confusing to some preparers. If you should have any questions on how to complete this form, please contact the Transportation Auditing Division.

Unless otherwise stated, check only one (1) item per question, please. If a question is not applicable to your company, answer N/A.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**DIVISION OF HIGHWAYS****COST ACCOUNTING INFORMATION STATEMENT**

I.1 Type of business entity

() Corporation () Partnership () Proprietorship
 () Not-for-profit () Joint Venture () Educational

I.2 Predominant Type of Operation

() Manufacturing () Research and Development
 () Construction () Engineering
 () Professional Services () Quasi-Governmental
 () Other (specify) _____

I.3 Annual Total Revenue, all sources (estimate allowed)

() Less than \$100,000 () \$100,000-\$500,000
 () \$500,000-\$1,000,000 () \$1-10 million
 () Over \$10 million

I.4 Annual Total Government Revenues (estimate allowed, all types)

() Less than \$100,000 () \$100,000-\$500,000
 () \$500,000-\$1,000,000 () \$1-10 million
 () Over \$10 million

I.5 Description of your cost accounting system. Check all applicable selections. If more than one selection checked, explain on additional page.

() Standard cost-job order () Standard cost-process
 () Actual cost-job order () Actual cost-process
 () Other(s) Describe on additional page.

I.6 Unit or Job Costs. Is your cost accounting system capable of producing a listing of all costs charged to a particular contract, work order, or project?

() Yes
 () No. Describe on additional page the method for determining the allowable charges to a particular contract, work order, or project.

I.7 Integration of Cost Accounting with Financial Accounting.
The cost accounting system is:

- () Integrated with financial accounting records,
subsidiary cost accounts are all reconcilable to
general ledger accounts.
- () Not integrated with financial accounting, cost data
accumulated on memorandum records. Please describe on
additional page.
- () Combination of both. Please describe on additional
page.

I.8 Date of your most recent fiscal year end (month, day, year)

I.9 Attach a copy of your most recent fiscal year financial
statements. The statements are to be in dollar form, using
general ledger account titles, and without combining
accounts under one title. Account titles are to be exactly
the same titles used in the general ledger. Include a copy
of the latest overhead calculation which can be tied to the
financial statements.

I.10 Do you have copies of, or aware of the requirements for
allowable costs in any of the following (check all that
apply):

- () Federal Acquisition Regulations (FARs)
- () Code of Federal Regulations (CFR)
- () OMB Circulars (as applicable)

I.11 Have you ever been audited by any other government agency?
If so, list the name of the agency, accounting period
audited, and name and address of auditor, if known. Use
additional page if necessary. _____

I.12 If you are a government organization, attach a copy of the
latest cost allocation plan, listing name of approving
agency and date. _____

II.1 Method of Charging Direct Labor. Check all that apply. If more than one checked, explain on additional page.

- ☐ Individual/actual rates
- ☐ Average rates per classification
- ☐ Standard costs/rates (describe types of standards on additional page).
- ☐ Other (explain on additional page).

II.2 To determine total direct labor for overhead computation, how do you treat overtime?

- ☐ Exclude gross overtime
- ☐ Exclude straight-time portion of overtime
- ☐ Include gross overtime
- ☐ Not applicable
- ☐ Other (describe on additional page).

II.3 How are records maintained to document direct labor?

- ☐ Individual time sheets
- ☐ Group time sheets
- ☐ Prorate percentage
- ☐ Other (describe on additional Page).

II.4 Are other costs that can be considered direct, e.g., printing, travel, computer cost, etc., charged directly to contracts, work orders, or projects, or included in overhead?

- ☐ Charged to contracts, workorders, or projects
- ☐ Included in overhead
- ☐ Both (describe on additional page process and criteria)

II.5 Are the methods of assigning direct costs the same regardless of the type of contract used, e.g., lump sum vs. cost plus fixed fee vs. specific rate of pay?

- ☐ Yes
- ☐ No (describe on additional page process and criteria)

III.1 Describe on an additional sheet, using flowcharts and narrative as applicable, how your company determines whether costs are charged directly or indirectly.

III.2 For each of the following, indicate whether the item is charged direct (D), indirect (I), sometimes direct and sometimes indirect (B), or not applicable (N). For items answered (B), explain how the determination is made on an additional sheet. In addition, list the general ledger account name that each item would be charged to.

G/L Acct

()	Health Insurance	_____
()	Holiday premium pay	_____
()	Overtime premium pay	_____
()	Pension Costs	_____
()	Shift premium pay	_____
()	Training	_____
()	Travel & Subsistence	_____
()	Vacation pay	_____
()	Design Engineering	_____
	(in house)	_____
()	Drafting (in house)	_____
()	Computer operations	_____
	(in house)	_____
()	Contract Administration	_____
()	Professional Services	_____
	(consultant fees)	_____
()	Travel	_____
()	Company owned equipment	_____
()	Royalties	_____
()	Costs of non-related enterprises	_____
	or business lines	_____
()	Special test equipment	_____
()	Subcontract costs	_____
()	Laboratory testing	_____
()	Computer programming	_____

III.3 On separate sheets, describe how rates charged to government contracts are developed, adjusted, and reasons why rates charged to government contracts may differ from other contracts, or included in overhead, if applicable.

- a. Copy or reproduction charges, all types and sizes.
- b. Computer usage and programming
- c. Equipment charges, e.g. automobiles, trucks, etc.

IV.1 For each of the following, give the basis for allocation and general ledger account charged to, if applicable. Examples of basis of allocation may include: Direct labor dollars, direct labor hours, number of employees, square footage, sales, etc.

a. Selling or marketing expense

b. Independent research & development

c. Bid & proposal costs

d. Corporate or home office expense

e. Other business enterprises

IV.2 For each of the following situations, describe how the cost adjustment is made, if applicable. Include the general ledger account charged. Use additional sheets if necessary.

a. Labor in excess of contract limitations.

b. Employee expenses reimbursed by employer, which exceed contract limitations.

c. Over/under charges on lump sum/specific rate of pay contracts.

- V.1 For classification purposes, three methods of allocation are defined: 1) Directly Chargeable--those expenses that are charged to specific corporate segments for centrally performed or purchased services; 2) Separately Allocated--those individual or groups of expenses which are allocated only to a limited group of corporate segments; and 3) Overall allocation--the remaining expenses which are allocated to all or most corporate segments on an overall basis. Corporate segments, as used here, refer to divisions, product departments, plants, or profit centers of a corporation with production and usually profit responsibility, reporting to corporate headquarters directly or through intermediate organizations.

Below, list the type of expense allocated between corporate segments, the basis of allocation for each, and the general ledger accounts charged.

[illegible]

- V.2 Are the expenses listed above allocated to all corporate segments? If No, list on additional sheet(s) the names of excluded segments and the reasons they are excluded.

() Yes () No

- V.3 Are fixed amounts of expenses charged to any corporate segments in lieu of a prorated or allocation basis? If Yes is checked, list on additional sheets(s) the names of such corporate segments and the basis for making fixed management charges.

() Yes () No

CONSULTANT EVALUATION FORM - COMBINED SERVICES CAPABILITIES

NAME OF COMPANY _____

1. Large Contracts _____ **50 or more parcels** Small Contracts _____ **1 thru 49 parcels** No Contracts _____

2. Personnel
Known _____

Unknown _____

Adequate _____

Inadequate _____

3. Experience & Reputation 1 2 3 4 5
 Poor Satisfactory Excellent

4. Comments: _____

Signature of Evaluation Committee Member _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
RIGHT OF WAY DIVISION

PRE-QUALIFICATION EVALUATION FORM

CONSULTANT: _____

1. Capability

(a) Work Force _____

(b) Current Work Load (overall): _____

(c) Type of Work (overall):

Past: _____

(d) Anticipated work by Subconsultant/Subcontractor _____

2. Project office location: _____

3. Certified DBE in WV? Yes _____ No _____

4. Past 10 years WV experience: _____

5. Most recent Consultant Qualification Questionnaire Date: _____

6. Most recent Consultant Cost Accounting Information Statement Date: _____

7. Default status of

Workers Compensation	Yes _____	No _____

Unemployment Compensation	Yes _____	No _____

COMMENTS: _____

(USE CURRENT LETTERHEAD)

Current Date

Mr. John Doe
XYZ Company
8126 Castleton Road
Indianapolis, Indiana 46250

Dear Mr. Doe:

Request for Letters of Interest
Pre-Qualification Approval

The West Virginia Department of Transportation, Division of Highways, Right of Way Division, wishes to advise you that you are on the pre-qualified list for combined right of way services contracts for the fiscal year ending June 30, 20XX.

You will be advised at such time which projects will be considered for selection of right of way consultants. Please submit your hourly rate for the following categories:

Project Manager
Right of Way Agent (negotiations)
Relocation Agent (replacement housing and relocation)
Right of Way Trainee
Administrative Assistant
Clerical

Also, submit a completed cost accounting information statement and current audited overhead if you did not submit this information in your original non-priced proposal. If changes in your current staff have occurred since the submission of your Confidential Qualification Questionnaire, please advise.

Your response to the information requested should be in this office no later than September 15, 20XX.

Very truly yours,

Director
Right of Way Division

XXX:xxx

CONSULTANT EVALUATION FORM - COMBINED SERVICES CAPABILITIES

NAME OF COMPANY _____

1. Large Contracts _____ **50 or more parcels** Small Contracts _____ **1 thru 49 parcels** No Contracts _____

2. Personnel
Known _____

Unknown _____

Adequate _____

Inadequate _____

3. Experience & Reputation 1 2 3 4 5
 Poor Satisfactory Excellent

4. Comments: _____

Signature of Evaluation Committee Member _____

Numerical Standing (No. 1 being Highest in order of all submissions) _____

SECTION 1 – RIGHT OF WAY CONSULTANT SERVICES SCOPE OF WORK

The need to use Consultants to accomplish the scope of Consultant services for a WVDOH project will depend on the appraisal, appraisal review, acquisition, relocation, or property management requirements of the project and the capacity of the WVDOH to acquire needed right of way in accordance with federal, state and local laws, rules and regulations, using its employee workforce. In some cases, the WVDOH will not employ all the qualified personnel to accomplish all the needed Consultant services required by a project.

These Consultant Scope of Work Services are inclusive of the right of way Consultant services that may be needed on a project. Depending on the project and the resource capacity of the WVDOH, some of the scope of services may be omitted. For example, if the acquisition of right of way on a project does not result in the displacement of persons, then, the relocation scope of work may be omitted from Consultant scope of services.

GENERAL

The scope of work under this Right of Way Consultant Services Contract identifies the Consultant services that may be requested from the CONSULTANT under this contract. The services are described in the following pages and may include either some or all of the following list of services:

1. Appraisal
2. Appraisal Review (this service must not be provided by the same provider of Appraisal services)
3. Acquisition
4. Relocation
5. Property Management

The services performed under this contract shall be performed by the CONSULTANT on behalf of the WVDOH in accordance with the terms and conditions of the Contract. The specific scope of work and services requested under this contract will depend on the specific requirements of the project. The CONSULTANT shall only perform the scope of work identified in the following pages for the Project with prior authorization and notice to proceed from the WVDOH. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, 49 CFR Part 24.

For brevity throughout the following paragraphs, references to the “WVDOH” shall refer to the West Virginia Department of Transportation/Division of Highways and “CONSULTANT” shall refer to the consultant hired by the WVDOH to perform the Consultant services under this contract.

For specific policies and procedures regarding the Right of Way process to be followed during any of the listed Right of Way services, the CONSULTANT shall refer to the current

WVDOH Right of Way Manual, as a guide.

The WVDOH will furnish the following information to the CONSULTANT, at a mutually agreeable time, after Notice to Proceed has been given:

1. Abstracts
2. Appraisals, Appraisal Reviews and Statements of Just Compensation. (Note: Only Statements of Just Compensation are provided to property owners.)
3. The District will prepare acquisition deeds and supply them to the CONSULTANT.
4. When deemed necessary, comparable sales (data books and updates) for waiver of appraisal negotiations.
5. When deemed necessary, retention values for items retained.
6. When deemed necessary, rental values for rental requests.
7. Parcel files will be provided by the District.
8. Rodent control or no trespassing signs for property management.
9. Right of Way Manual
10. All State warrants will be sent through the District. Warrants less than \$10,000.00, shall be provided directly to property owners by the CONSULTANT, without a closing.
11. All closings of successfully negotiated parcels.
12. WVDOH will institute condemnation proceedings, should acquisition be unsuccessful.
13. CONSULTANT will furnish a list of personnel for this project to the WVDOH, which notes the experience and qualifications for such personnel. This list must be approved by the WVDOH prior to beginning work, or upon a change in CONSULTANT personnel.
14. CONSULTANT shall provide separate agents for acquisition and relocation. If an agent acts as an acquisition agent on one parcel, he/she can act as a relocation agent on another parcel. The agent who prepares the RHP cannot provide relocation services to the person covered by the RHP.
15. CONSULTANT must seek WVDOH approval to extend times of when property must be vacated.
16. CONSULTANT shall copy the WVDOH Project Manager on all correspondence.
17. CONSULTANT shall not promise to property owners a time when they will receive

payment for their property. If pushed, CONSULTANT should inform the property owners that it will be 12-16 weeks before they receive their payments.

PROJECT TRACKING

WVDOH will provide to CONSULTANT its project tracking spreadsheet for the use during the duration of the project.

CONSULTANT shall provide updates to this tracking spreadsheet within 48 hours of a trackable event. CONSULTANT shall provide contact sheets to WVDOH within 48 hours of an event that caused the creation of a contact sheet.

PAYMENT OF SERVICES

1. CONSULTANT shall provide weekly summary time sheets for personnel on this project, and copies of payroll distributions are to be included with invoices.
2. WVDOH will hold the final invoice for payment, until it has been accepted by the WVDOH Transportation Auditing Division.
3. The CONSULTANT shall use the COST PLUS FIXED FEE basis of payment for this project, based upon the following:
 - a. All allowable costs related to the salaries of employees for time directly chargeable to the project.
 - b. Allowable direct non-salary costs incurred in fulfilling the terms of the contract.
 - c. The CONSULTANT'S overhead, or indirect costs, and payroll expenses, to the extent they are supported, allowable, and properly allocable to the project. The WVDOH will pay CONSULTANT for services upon receipt of all necessary documentation, along with an invoice for said fees.
4. The final invoice will be held by the WVDOH until such invoice has been approved by its internal Auditing Division.

SECTION 2 – APPRAISAL/APPRAISAL REVIEW SERVICES SCOPE OF WORK

GENERAL

The CONSULTANT shall perform the appraisal and appraisal review scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR Part 24, and the WVDOH Right of Way Manual.

APPRAISAL SCOPE OF WORK

After written authorization has been received by the WVDOH Right of Way Project Manager, but prior to the initiation of negotiations on any parcel of property on the Project, if the WVDOH has not or does not intend to provide the CONSULTANT with an appraisal or appraisal review, the CONSULTANT shall prepare real property appraisal reports and SPECIALTY VALUATION REPORTS, which include, when necessary, but are not limited to, timber, billboards, machinery and equipment (M&E), furnishing/fixtures and equipment (FF&E), or minerals, if applicable, and appraisal review reports in accordance with all applicable rules, regulations and laws including, without limitations, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. West Virginia law applicable to governmental acquisition appraisal;
4. The APPRAISER shall be selected from the WVDOH approved list of APPRAISERS; and,
5. All Appraisal reports must be submitted on the currently approved WVDOH appraisal forms and completed in compliance with the STATE RULE, as defined hereinafter, and all applicable laws, rules, regulations, and requirements.

APPRAISAL AND APPRAISAL REVIEW MEETING

Before developing or reporting any appraisal work, the CONSULTANT (including any sub-consultants) and the APPRAISER and REVIEW APPRAISER shall meet jointly with the WVDOH to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the number of appraisal reports and parcels that may qualify for use of waiver valuations, and the need for SPECIALTY VALUATION REPORTS will be discussed. At this meeting the WVDOH shall provide to the CONSULTANT the following:

1. One set of Right of Way Plans, if available;

2. Questionnaires, if available; and,
3. Other pertinent information about the project.

COMPARABLE SALES DATA BROCHURE

The APPRAISER shall prepare a Comparable Sales Data Brochure along with a location map of comparable sales which clearly shows the proximity of the comparable sales to the project location. A copy of the Brochure shall be furnished to the REVIEW APPRAISER and to the WVDOH. During the project, the APPRAISER shall update the Comparable Sales Data Brochure with new sales data and provide a copy of each comparable sale to the REVIEW APPRAISER and the WVDOH.

APPRAISAL DEVELOPMENT AND REPORTING

Once the WVDOH has issued written notice to proceed, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing, shall make a personal inspection of each parcel appraised.

Before the initiations of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the WVDOH's interest in acquiring the real property and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the APPRAISER on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). The offer to accompany the APPRAISER must be documented in the appraisal report.

If the property owner cannot be contacted by telephone or electronically, each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the CONSULTANT or APPRAISER files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of West Virginia. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, temporary easements, cost to cure and damages, when necessary, and other interest in the real and mineral estate, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports and SPECIALTY VALUATION REPORTS in accordance with the contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as specified in the WVDOH Right of Way or Appraisal Manual and as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the APPRAISER uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the APPRAISER's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. The effective date of valuation, date of appraisal, signature, and certification of the APPRAISER on the approved WVDOH forms.

If the CONSULTANT is to provide appraisal or appraisal review reports, the per-parcel appraisal fee agreed to in the contract shall include any and all expenses necessary for, and related to, completion of the Comparable Sales Data Brochure, the appraisal development and reporting, for each parcel, including, but not being limited to SPECIALTY VALUATION REPORTS such as parking studies, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the WVDOH, any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes. The WVDOH shall not approve payment of appraisal reports for each parcel appraised upon until review and acceptance or recommended approval of the appraisal report from the REVIEW APPRAISER.

All requests by the CONSULTANT for a SPECIALTY VALUATION REPORT shall have the concurrence of the REVIEW APPRAISER and shall be subject to approval by the WVDOH. If it is determined by the WVDOH that a SPECIALTY VALUATION REPORT is necessary, then the CONSULTANT shall enter into a SPECIALTY VALUATION REPORT Agreement with a professional service provider to prepare the SPECIALTY VALUATION REPORT.

Upon the completion of appraisal report(s), the CONSULTANT shall deliver one (1) electronic copy of each appraisal report to the WVDOH. The WVDOH shall transmit all appraisal report(s) to the project REVIEW APPRAISER. The WVDOH will approve payment of the appraisal report(s) upon review, and acceptance or recommended approval from the REVIEW APPRAISER.

Appraisal and Appraisal Review reports are considered under West Virginia Law a confidential communication between the CONSULTANT and the WVDOH. In no instance will the appraisal be divulged to any person other than authorized employees of the WVDOH or the Federal Highways Administration without prior written permission from the same, except under

an official order of the court or for court testimony.

REVISED APPRAISAL REPORTS AND COMPARABLE SALES DATA BROCHURE

The WVDOH will review any and all revisions to the Right of Way Acquisition Plans or Plats and Deeds and in consultation with the REVIEW APPRAISER will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans or deeds, the request must be made to the WVDOH and have the concurrence of the WVDOH Appraisal Section.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the WVDOH one (1) electronic copy. The WVDOH will transmit all revised appraisal report(s) to the project REVIEW APPRAISER.

If the revised appraisal report resulted in any changes or additions to the Comparable Sales Data Brochure, the CONSULTANT shall be responsible for sale record(s) to the WVDOH and the REVIEW APPRAISER. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the REVIEW APPRAISER in the same manner as above. The WVDOH will approve payment of the revised appraisal report(s) upon review, acceptance and/or recommended approval from the REVIEW APPRAISER.

PREPARATION OF APPRAISALS FOR COURT TESTIMONY

The following services may be included in the scope of work for the contract and in compensation covered under the contract. If the following services are required under the scope of work for the contract, the services shall be considered part of the contract and shall be commenced upon written authorization from the WVDOH at the time they are needed in accordance with the compensation agreed to in the contract.

If the update of appraisals for court proceedings relating to the acquisition of the right of way for the project are not covered by the contract (or the compensation to the CONSULTANT under the contract), the services may be considered as “Additional Services” for all purposes and the fees for “Additional Services” shall be negotiated and agreed to at the rates provided in the Supplemental Agreement to the contract prior to the rendering of such “Additional Services”.

In the event of condemnation proceedings, the WVDOH shall direct the CONSULTANT to update appraisal(s) for court. This appraisal shall be completed in preparation for testimony in any court proceedings and shall be performed and completed in accordance with the requirements set forth herein, as of the date of take as directed by legal counsel.

A letter shall be sent by the WVDOH to the CONSULTANT, requesting the preparation of an appraisal report to the date of taking, and the updated appraisal shall comply with the requirements for appraisals. The appraisal report prepared for court shall be reviewed and accepted by the REVIEW APPRAISER before any pre-trial conferences and court testimony unless otherwise authorized by the WVDOH. The WVDOH shall provide administrative

concurrence of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project REVIEW APPRAISER.

The WVDOH may require and request the attendance of the CONSULTANT and/or the APPRAISER at meetings for the purpose of discussing certain aspects of the appraisal report. Also, the CONSULTANT, the APPRAISER and/or the REVIEW APPRAISER shall be available for court appearances and court testimony to provide an oral testimony of his or her opinion of market value.

The CONSULTANT shall be responsible for ensuring the appearance of all appraisal expert witnesses and for delivering all appraisal reports for Court to WVDOH to meet all deadlines. In the event the APPRAISER cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying the REVIEW APPRAISER as a properly qualified appraisal witness acceptable to the WVDOH at no additional costs to WVDOH.

APPRAISAL REVIEW SCOPE OF WORK GENERAL

Prior to the Establishment of the Amount Believed to be Just Compensation, the Fair Market Value Offer, and Acquisition of the parcel interest, a review of the appraisal report shall be performed by the REVIEW APPRAISER. The appraisal review shall be developed and reported in compliance with the terms of the contract, and all applicable laws, rules and regulations including, without limitation, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. West Virginia law applicable to governmental acquisition appraisal;
4. The REVIEW APPRAISER shall be selected from the WVDOH approved list of REVIEW APPRAISERS; and,
5. All appraisal review reports must be submitted on the currently approved WVDOH's appraisal review forms and completed in compliance with the STATE RULE, and all applicable laws, rules, regulations, and requirements.

APPRAISAL REVIEW REQUIREMENTS

The REVIEW APPRAISER shall meet with the WVDOH and the CONSULTANT at the beginning of the project to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by the WVDOH.

The primary function of the REVIEW APPRAISER under the contract is to recommend

(to the WVDOH) an appraisal that can be used as the basis for the establishment of the amount believed to be just compensation for each parcel to be acquired on the project. Therefore, the Appraisal Review Reports developed and reported as part of the contract shall, at a minimum, meet the following requirements as defined in 49 CFR 24.104 as follows:

1. A qualified REVIEW APPRAISER (see 49 CFR 24.103(d)(1) and Appendix A and 49 CFR 24.104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the Code of Federal Regulations, and support the APPRAISER'S opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the REVIEW APPRAISER shall, prior to acceptance, seek necessary corrections or revisions to the Appraisal Report. The REVIEW APPRAISER shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted).
2. If the REVIEW APPRAISER is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the WVDOH that it is not practical to obtain an additional appraisal, the REVIEW APPRAISER may, as part of the review, present and analyze market information to support recommended value.
3. The REVIEW APPRAISER shall prepare a written report that identifies the appraisal reports reviewed which documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the REVIEW APPRAISER'S report. The REVIEW APPRAISER, based upon his or her review, shall determine if an uneconomic remnant is to be offered to the property owner in conformance with 49 CFR 24.2(27) using WVDOH's approved forms. The REVIEW APPRAISER shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

The REVIEW APPRAISER shall not begin work before the WVDOH issues the notice to proceed. The REVIEW APPRAISER shall begin appraisal review work and shall continue until all appraisals, appraisal revisions, and appraisals for court, if requested as part of this scope of work, have been received, reviewed, accepted and/or recommended. The REVIEW APPRAISER shall complete the review of each appraisal report within a reasonable time to be determined by the WVDOH. If deficiencies are found in the appraisal report the REVIEW APPRAISER shall have additional time to complete the appraisal review as determined by the WVDOH.

The REVIEW APPRAISER shall provide one (1) appraisal review report, and one (1) Statement of Just Compensation form to the WVDOH. Once the Statement of Just Compensation has been completed, the WVDOH shall approve the recommended FMV and then shall submit one (1) copy of the recommended appraisal report, one (1) copy of the review appraisal report, and one (1) copy of the completed Statement of Just Compensation to the CONSULTANT for each parcel on the project. This documentation shall be provided at the discretion of the WVDOH in electronic format.

In addition to the requirements set forth in the preceding paragraphs, the REVIEW APPRAISER shall be available to assist and advise the WVDOH, and the CONSULTANT, when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes and maintain consistency throughout the project. In addition, the REVIEW APPRAISER shall make a supported, written recommendation to the WVDOH when a second appraisal is needed and or property owner appraisal must be reviewed or when the services of a specialist should be considered by WVDOH. The REVIEW APPRAISER shall be available to meet with the WVDOH and the CONSULTANT, to discuss the REVIEW APPRAISER's recommended report of his or her estimate of market value and just compensation.

The negotiated appraisal review fee per parcel agreed to in the contract shall include any and all expenses necessary for, and related to, 1) review and acceptance of the Comparable Sales Data Brochure, 2) developing and reporting the original and revised appraisal review reports, which results in the Statement of Just Compensation, 3) preparation of the Statement of Just Compensation, and, upon request by the WVDOH, 4) time required to attend conferences for the purpose of discussing the appraisal report.

REVIEW APPRAISER services related to the preparation of eminent domain proceedings shall be part of the contract or as a supplemental agreement for additional services to the contract. If the REVIEW APPRAISER's eminent domain related services are part of the contract or a supplemental agreement, the negotiated per parcel fee for appraisal reviews for court testimony shall include any and all expenses for developing and reporting the acceptance of an appraisal for court testimony, if necessary, and requested by the WVDOH. If the REVIEW APPRAISER's services are requested for pre-trial preparation of trial testimony, the service will be charged on an hourly basis as specified in the contract or a supplemental agreement to the contract.

The WVDOH shall approve payment of appraisal reports for each parcel appraised on the project upon review and acceptance or recommended approval of the appraisal report from the REVIEW APPRAISER. The WVDOH shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the WVDOH of the recommended appraisal report or REVIEW APPRAISER's determination of value, appraisal review report and submission of the Statement of Just Compensation from the REVIEW APPRAISER.

When all of the appraisals on the project have been reviewed, recommended, or accepted, and all parcels have been either acquired by deed or recommended for condemnation, the REVIEW APPRAISER shall provide a final copy of the Comparable Sales Data Brochure to the WVDOH. The following items shall be furnished as indicated.

If the WVDOH elects to hire the REVIEW APPRAISER, the WVDOH shall furnish the REVIEW APPRAISER or CONSULTANT:

1. One (1) original Appraisal Report;
2. One (1) Comparable Sales Data Brochure;
3. One (1) Comparable Sales Data Location Map; and,

4. One (1) set of full-scale current Right of Way Plans

The REVIEW APPRAISER shall furnish to the WVDOH the following:

1. One (1) recommended Appraisal Report;
2. One (1) Appraisal Review Report;
3. One (1) Statement of Just Compensation Form to be approved by the WVDOH designated official; and,
4. Review Appraisal Status Report on a regular basis

The WVDOH shall furnish to the CONSULTANT the following:

1. One (1) copy recommended Appraisal Report;
2. One (1) copy Appraisal Review Report;
3. One (1) copy of the WVDOH approved Statement of Just Compensation

DEFINITIONS

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended by the REVIEW APPRAISER. From an accepted appraisal, the REVIEW APPRAISER shall use the appraisal information to make a determination of value.

APPRAISER – The APPRAISER for the project, either performing as an employee of the WVDOH or contracted by the WVDOH or contracted by the CONSULTANT. The APPRAISER shall be selected from the WVDOH approved list of appraisers with experience in appraising real estate and interests in real property for the purpose of right of way acquisition. The APPRAISER develops and reports the appraisals for each parcel on the project and shall comply with the requirements as set forth in 49 CFR 24.104.

CONSULTANT – The person, firm, or company, including any sub-consultants hired by the CONSULTANT, that has been contracted by the WVDOH to perform any of the Consultant services defined in the scope of work.

CFR – Code of Federal Regulations

WVDOH – West Virginia Department of Transportation, Division of Highways

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted or recommended by the REVIEW APPRAISER. In this event, a second appraisal must be obtained and completed by a different APPRAISER, unless the REVIEW APPRAISER makes a

determination of value.

RECOMMENDED APPRAISAL – REVIEW APPRAISERS under contract by the WVDOH or by the CONSULTANT to perform appraisal review services are authorized to “recommend” an appraisal report to the WVDOH or the CONSULTANT as the basis for the amount believed to be just compensation.

REVIEW APPRAISER – The REVIEW APPRAISER for the project, either performing as an employee of the WVDOH or contracted by the WVDOH or contracted by the CONSULTANT. The REVIEW APPRAISER shall be selected by the WVDOH approved list of REVIEW APPRAISERS with experience in appraising real estate and interests in real property for the purpose of right of way acquisition. The REVIEW APPRAISER develops and reports the appraisal reviews for each parcel on the project and shall comply with the requirements set forth in 49 CFR 24.104.

SPECIALTY VALUATION REPORT – is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a SPECIALTY VALUATION REPORT includes, but are not limited to, Parking Studies, Timber, Billboards, Machinery and Equipment (M&E), Furnishing/Fixtures and Equipment (FF&E), Cost-to-Cure Quotes, Cost-New Estimates and Minerals. The CONSULTANT or APPRAISER and the REVIEW APPRAISER shall be responsible for coordinating the real estate appraisal and the SPECIALTY VALUATION REPORT to assure that they do not both value any items or features causing double compensation. The results of a SPECIALTY VALUATION REPORT cannot simply be added to the value of the land to arrive at the value of the property as a whole without proper analysis by the REVIEW APPRAISER. The REVIEW APPRAISER must consider these components of the property in light of how they contribute to the market value of the property as a whole.

STATE RULE – West Virginia is a state rule state which means the appraisal must consist of the following:

1. Value Before the Taking;
2. Value of the Part Taken (As Part of the Whole);
3. Residue Value Before Taking
4. Residue Value After Taking
5. Damages to the Residue (Including all damages, less benefits);
6. Temporary Easement, if any;
7. Estimated Fair Market Value of land and improvements taken plus damages to the residue, if any.

WEEKLY STATUS REPORT – The CONSULTANT shall provide to the WVDOH an Appraisal and Appraisal Review WEEKLY STATUS REPORT in a format prescribed by the WVDOH.

SECTION 3 – ACQUISITION SERVICES SCOPE OF WORK

GENERAL

The CONSULTANT shall perform the acquisition scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR Part 24, and the WVDOH Right of Way Manual.

PRIOR TO THE INITIATION OF NEGOTIATIONS

After the WVDOH has provided written authorization for the CONSULTANT to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review Right of Way acquisition maps, instruments of conveyance, and appraisals to verify the consistency of the information, such as the description(s) of the area(s) to be acquired and to verify all interests of each parcel.

The first action CONSULTANT shall take is to send the required WVDOH Letter of Interest to each property owner, provided that WVDOH had not previously sent such letter.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the WVDOH Project Manager.

WAIVER VALUATION

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR § 24.102(c)(2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated, and the anticipated value of the proposed acquisition is estimated at \$25,000 or less, based on a review of available data.
-Note: Should the waiver valuation be greater than \$10,000, but less than \$25,000, the owner is entitled to request a formal appraisal of the property and CONSULTANT shall provide a copy of the WVDOH Form Letter to the property owner, to give the property owner the opportunity to request such an appraisal.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and,
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT, in consultation with the WVDOH Project Manager, shall make a

recommendation that a parcel meets the above criteria for being valued by a Waiver Valuation. The WVDOH Project Manager shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using the WVDOH's Waiver Valuation Form. A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the WVDOH Project Manager. The WVDOH shall approve the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The WVDOH Project Manager shall return the Waiver Valuation to the CONSULTANT upon completion. The CONSULTANT shall then use the Waiver Valuation to prepare the offer for each Parcel. The WVDOH Project Manager shall approve the offer prior to it being made to all interest holders of the property.

ESTABLISHMENT AND OFFER OF JUST COMPENSATION

The WVDOH shall approve the amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the WVDOH believes is just compensation for the real property shall be established either by the appraisal process or the waiver valuation process. The WVDOH official must approve the amount believed to be just compensation, per 49 CFR § 24.102(d). Promptly thereafter, the WVDOH shall provide CONSULTANT with the approved amount to enable the CONSULTANT to make the written offer to the owner.

BEGIN ACQUISITION

As soon as feasible, when all acquisition documents are assembled, and WVDOH has notified the CONSULTANT to begin Right of Way Acquisition, the CONSULTANT shall begin the acquisition process. Initial offers shall be made by CONSULTANT within 7 days of receipt of a parcel file. Offers shall be made in person, providing all information required by the WVDOH Right of Way Manual to the property owner, unless the property owner is unavailable for an extended period of time for such personal contact. Should CONSULTANT have to make any offer by mail, such offers must be made by a method that is trackable, which shows that the property owner received the correspondence.

CONSULTANT may make contact with property owners by regular mail to provide general information about the project. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation, with a minimum of three contacts with the property owner, unless circumstances deem otherwise.

CONSULTANT shall take two copies of the Statement of Just Compensation to the initial meeting. At that meeting, CONSULTANT shall provide one copy of the Statement of Just Compensation to the property owner and shall have the property owner initial the other copy, with a notation of the date and time of when the Statement of Just Compensation was delivered.

ADMINISTRATIVE SETTLEMENT

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the WVDOH approves such administrative settlement as being reasonable, prudent, and in the public interest. CONSULTANT shall have the authority to resolve counteroffers up to 10% above fair market value. CONSULTANT shall provide to WVDOH a written justification for any offer above fair market value. Counteroffers exceeding 10% must be approved by the WVDOH Project Manager.

In all cases, CONSULTANT shall furnish to the WVDOH a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR § 24.102(i) and the WVDOH Right of Way Manual. The WVDOH shall promptly advise the CONSULTANT of approval or denial of an administrative settlement, exceeding 10%. The CONSULTANT shall maintain all correspondence regarding a request and approval or denial for an administrative settlement in the parcel file.

ACQUISITION BY DEED

When a parcel is acquired by deed, the CONSULTANT shall furnish to the WVDOH the following:

1. A cover memorandum that an agreement was reached with the property owner(s), with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. An executed IRS Form W-9 from the property owner(s);
3. A copy of the Statement of Just Compensation which was given to every property owner, including documentation and justification of any administrative settlements that are issued by the WVDOH.
4. A copy of all contact sheets on the approved WVDOH form. Formatting of the contract record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Right of Way Pamphlet (A Guide for Property Owners and Tenants) was given to the property owner(s) along with the Statement of Just Compensation, W-9, tax letter (when appropriate), plat with acquisition area highlighted and instrument(s) of conveyance (deed, bill of sale, or release), using the approved WVDOH Color Chart. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens and notified that such liens must be satisfied on or before closing. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. CONSULTANT shall provide a

Negotiator's Certification on the WVDOH approved form for each parcel;

5. On all waiver valuations, CONSULTANT shall provide an original State Warrant Receipt signed by the CONSULTANT and all interested parties for all closings initiated under Waiver Valuation; and,
6. At closing, CONSULTANT shall provide to the property owner(s) a (30) Thirty Day Notice on WVDOH's approved form.

ACQUISITION BY CONDEMNATION

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written request for condemnation signed by the CONSULTANT, with any counteroffer information given by landowner(s). The condemnation form shall provide physical addresses, NOT POST-OFFICE BOXES, of all persons to be named in the condemnation as shown in the title report;
2. Statement in contact record that a copy of the Statement of Just Compensation was delivered to every identifiable interest holding including a copy of Statement of Just Compensation given; and
3. A copy of all contact sheets on the approved WVDOH form. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Right of Way Pamphlet (A Guide for Property Owners and Tenants) was given to the property owner(s) along with the Statement of Just Compensation, W-9, tax letter (when appropriate), plat with acquisition area highlighted and instrument(s) of conveyance (deed, bill of sale, or release), using the approved WVDOH Color Chart. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens and notified that such liens must be satisfied on or before closing. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

PAYMENT AND CLOSINGS

Before requiring the owner to surrender possession of the real property, the WVDOH shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the WVDOH's approved the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). CONSULTANT shall be present at real property closings and/or condemnation proceedings.

The CONSULTANT, when submitting an invoice package to the WVDOH for processing and payment to the landowner(s), shall ensure that all necessary documentation is submitted to the WVDOH to allow for processing. The CONSULTANT may utilize the WVDOH Right of Way Manual as reference and utilize the WVDOH Acquisition File Checklist.

ACQUISITION STATUS REPORTS AND RECORD KEEPING

The CONSULTANT shall furnish the WVDOH Project Manager, on an agreed-upon basis, a status report in a format prescribed by the WVDOH. This status report shall be inclusive of, but not limited to, the number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of offers, date acquired, deed book and page, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

SECTION 4 – RELOCATION ASSISTANCE SERVICES SCOPE OF WORK

GENERAL

The CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. For additional reference, refer to the WVDOH ROW Manual as a guide.

QUALIFICATIONS REQUIREMENTS

The CONSULTANT Relocation Assistance Agents shall meet the following minimum requirements:

1. Education:

Graduation from a standard four-year high school or equivalent (GED)

AND

2. Experience:

Four (4) years' experience related to relocation assistance.

Completion of the Relocation Assistance Certification Program courses associated with the International Right of Way Association (IRWA), Federal Highways Administration (FHWA), and the National Highway Institute (NHI) may be substituted for the experience required.

PROJECT REQUIREMENTS

The CONSULTANT shall assign to each project under contract with the WVDOH having from one (1) to ten (10) relocation files, a minimum of one (1) Relocation Assistance Agent having the experience noted above.

For any relocation project having between ten (10) to nineteen (19) relocation files, the CONSULTANT shall provide a minimum of two (2) Relocation Assistance Agents whom shall have the experience as specified above.

For any relocation project having between twenty-one (21) and thirty (30) relocation files, the CONSULTANT shall provide a minimum of three (3) Relocation Assistance Agents whom shall have the experience as specified above.

For any relocation project that of thirty-one (31) relocation files or more, an additional Relocation Assistance Agent shall be assigned to each additional ten (10) relocation files. The additional Relocation Assistance Agents shall have the experience as specified above.

If a trainee is assigned to work on a project, the trainee must be supervised by a Relocation Assistance Agent and confined to data collection duties only.

RELOCATION ASSISTANCE SCOPE OF WORK FUNCTIONS

Prior to initiation of acquisition procedures, the CONSULTANT shall conduct a survey of the entire project. Within five (5) days of completion of the Relocation Assistance survey, a summary report of the results shall be submitted to the WVDOH. The summary report content shall include, at a minimum, a list of all potential displaced persons, identified by file number, type of displacement anticipated, and a summary of any special or unusual problems foreseen.

It is the WVDOH's responsibility to review and approve all replacement housing computations and relocation expense determinations prior to making an offer to the displacee. The WVDOH shall provide the CONSULTANT a written notice of approval for each payment.

All Relocation Assistance payments require final approval by the WVDOH. When a claim for payment is not approved by the WVDOH, corrections shall be made, and the claim re-submitted to the WVDOH within a reasonable amount of time as specified by the WVDOH.

The CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Any and all fees for cost estimates must be approved by the WVDOH Project Manager prior to being requested by the CONSULTANT. The CONSULTANT shall pay for the estimate and shall be reimbursed by the WVDOH. For personal property moves estimates from two (2) commercial movers are mandatory. When offering Cost New Replacement Housing, estimates from two (2) qualified builders or manufactured housing dealers who are licensed and bonded are required. When replacing manufactured housing, not on a permanent foundation, new replacement manufactured housing must be used to calculate the replacement housing payment.

The CONSULTANT shall maintain adequate records of Relocation Assistance contacts for each file. The CONSULTANT Agent(s) assigned to a project shall contact displacees at least every two (2) weeks until the file is closed. All records shall be kept in a format prescribed by the WVDOH. These records shall include a detailed narrative account of what transpired, what was said, advisory services provided, and agent signature.

These records shall include, at a minimum:

1. Date and place of contact;
2. Names of persons contacted and summary of discussion concerning the situation, problem(s), question(s) asked, and answer(s) given;
3. Determination of replacement housing payments, supplemental rent payments, moving expenses, incidental expenses, in-lieu payments, and re-establishment expenses;
4. Offer letters, discussion of explanation of offer and summary of discussion between displacee and CONSULTANT;
5. Date the displacement parcel was acquired;
6. Amount of compensation paid for the parcel, together with any explanation of any administrative settlement;

7. Summary of advisory information provided to displacee;
8. Pictures of the replacement and displacement dwellings, and the removal and reinstallation of personal property;
9. Date offer was recommended for eminent domain proceedings and copy of required notices sent;
10. Date the property was vacated and certification to the removal of all personal property;
11. Explanation as to displacee qualification or non-qualification for any Relocation Assistance payment(s); and
12. A complete copy of the relocation file is to be placed with the project file. A complete copy shall also be provided to the Central Office Relocation Section.

The CONSULTANT shall furnish an up-to-date status report in the time frame prescribed by the WVDOH in a format prescribed by the WVDOH. Reports are due to WVDOH for the duration of this Contract.

The CONSULTANT assigned to a project shall remain available to all parties until all of the displacees have been relocated and all documentation and claims submitted, and final payment made, or until services of the CONSULTANT are otherwise terminated or concluded under this Contract.

The CONSULTANT shall be responsible for notifying the WVDOH, in writing, within three (3) days of when improvements have been vacated. CONSULTANT shall write all Replacement Housing Payments, and the person who writes such payment shall not be the same Agent as the Relocation Agent for the parcel.

WVDOH will pay for the reestablishment of the following utilities – gas, water, electric.

RELOCATION ASSISTANCE PROCEDURES

The CONSULTANT shall follow these procedures when called upon to act on behalf of the WVDOH, unless specifically stated otherwise:

1. The initial contact documentation and pertinent completed forms must be available for review by the WVDOH, the WVDOH ROW Coordinator, and FHWA official(s) or designee(s) at all times until the file is complete and closed. Upon closing, the file shall be sent to the WVDOH for their records.
2. Copies of documents that clearly demonstrate the legal residence of displacee.
3. All Replacement Housing Payments will be approved by WVDOH Central Office.
4. The WVDOH must advise the CONSULTANT of any file(s) that are condemned to ensure payment(s) are not processed for Relocation Assistance entitlement(s) on condemned file(s) unless pre-approved.

5. The CONSULTANT must attend closings with displacees when replacement property is purchased, tendering the relocation check from the WVDOH to the closing attorney, and obtaining copies of documentation as listed in Item 6 below. All closing documentation shall be placed in the displacee's file.
6. Prior to the release of a replacement housing payment check, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
 - a. Copy of the executed HUD closing statement signed by the seller, the buyer, and the attorney;
 - b. Copy of the executed Warranty Deed;
 - c. Copies of all checks issued from the attorney's escrow account that are pertinent to the purchase price of the replacement dwelling;
 - d. Copy of the executed mortgage note;
 - e. Copy of the Deed of Trust;
 - f. Truth-in-Lending Statement;
 - g. Title opinion and owner's title insurance; and
 - h. Written documentation of closing by CONSULTANT
7. The CONSULTANT shall obtain a copy of the recorded Warranty deed and if there is a mortgage at the replacement dwelling, a copy of the recorded Deed of Trust prior to closing the file.
8. Replacement properties that are acquired through less than arms-length transactions (relatives, close associates, etc.) must include an appraisal and appraisal review.
9. When a dwelling is vacated, the CONSULTANT shall ensure photographs are taken of the dwelling, internal and external. The CONSULTANT shall provide written documentation of the inspection, along with the key to the dwelling, to the WVDOH. CONSULTANT shall collect the keys to the improvement, have utilities shut off, and fill out a WVDOH Pest Inspection Form, provide a Building Record, a copy of the plan sheet with the property highlighted, and request an asbestos inspection, which includes the demolition number for the structure.
10. The CONSULTANT shall, immediately upon providing the full offer (which includes the fair market value & any relocation payments due to displacee) send the displacee a 90-Day Notice by Certified Mail, return receipt requested. Additionally, the CONSULTANT shall mail by Certified Mail, return receipt requested, the 30-Day Notice after sixty (60) days have passed from the date of delivery of the 90-Day Notice and the required funds are deposited with the Circuit Clerk, or the property has

been acquired by deed.

11. The CONSULTANT must provide confirmation of sending all 30-Day Notice(s), 90-Day Notice(s), as soon as each is sent, and delivery confirmation is received.
12. The CONSULTANT shall provide to the WVDOH non-residential reestablishment expense(s) supporting documentation in accordance with the following:
 - a. A business may qualify as a business with the submission of documentation deemed acceptable by the WVDOH. Appropriate documentation shall include, but is not limited to, the business Tax ID number, privilege license, business permit, registration with the West Virginia Secretary of State, and federal income tax return(s); and
 - b. The use of the non-residential reestablishment expense payment for the purpose of purchasing capital assets is prohibited, unless otherwise stated by WVDOH.
 - c. 49 CFR Part 24 and the WVDOH Right of Way Manual.
13. An increased interest payment (mortgage interest buy-down) is based upon the mortgage in effect upon the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A mortgage obtained at an interest rate higher than the prevailing interest rate for the area shall not qualify for an increased interest payment. The CONSULTANT shall contact the WVDOH if any question arises as to the displacee's qualification for this payment.
14. The CONSULTANT will furnish all information necessary to determine the number of businesses on a parcel and the number of CONSULTANT fees for businesses that may be charged to a parcel for determination and approval by the WVDOH.
15. The CONSULTANT shall submit to the WVDOH a written statement of relocation assistance completion and that the file is closed.
16. The CONSULTANT is allowed to approve one (1) 30-day extension to vacate the displacement property and remove all personal property. All other extensions must be approved by the WVDOH Project Manager.
17. The CONSULTANT shall deliver all original documentation to the WVDOH for their records.

BUSINESS RELOCATION ASSISTANCE REVIEW

Due to the complexity of the Business Relocations and the size of the project, the CONSULTANT shall conduct a review of the documentation of Business Relocation Assistance payments and services in each file to ascertain compliance with all local, state, and federal regulations.

The CONSULTANT Business Relocation Review agent(s) shall be independent of the

Relocation Assistance agent(s) and shall provide a report to the CONSULTANT upon conclusion of review of each relocation file.

Business Relocation Assistance review shall include the following:

1. Review Relocation Assistance Agent'(s) statement;
2. Review relocation comparable brochure;
3. Review and recommend to WVDOH moving expense offer computation and business reestablishment for business owners and business tenants;
4. Review and recommend to WVDOH all claims for business reestablishment, search expense, fixed payment, and moving expense for business owners and business tenants; and
5. Review and approve closure of all business relocation files.

SECTION 5 – PROPERTY MANAGEMENT SERVICES SCOPE OF WORK

GENERAL

The CONSULTANT may be required to perform any or all of the following functions as outlined in the scope of work. The CONSULTANT may utilize the WVDOH Right of Way Operations Manual as a guide in performing these functions. The general scope of work for each function is outlined in the following sections.

The general scope of work for Property Management includes the following functions:

1. Property Management Inventory; and,
2. Asbestos Inspections

PROPERTY MANAGEMENT INVENTORY

The CONSULTANT shall, at a minimum, provide the following services:

1. Conduct a rodent inspection of the entire project and submit on the WVDOH Pest Inspection Form;
2. Identify and inventory all improvements located within the proposed right-of-way by parcel number, demolition number, station number, and offset;
3. Secure all acquired improvements, by boarding up the first floor of the structure, from the outside;
4. Obtain keys to all acquired improvements;
5. Ensure that all utilities are disconnected;
6. Periodic (at least bi-monthly) lawn maintenance, between March 1 and November 30; and,
7. Complete a salvage value appraisal for each improvement using the WVDOH form, only upon the request of the property owner. Salvage values for improvements shall be established following the WVDOH Right of Way Manual Property Management Section. Salvage values must be reviewed and approved by the WVDOH. The completed form shall be submitted to the WVDOH.

ASBESTOS INSPECTION

The CONSULTANT shall, at a minimum, provide the following services:

1. Submit a request on the approved WVDOT form for an asbestos inspection for every structure to be demolished, noting the demolition number for each structure.
2. Photographs of each structure shall be submitted along with the request.
3. Copies of the portion of the Right of Way Plan Sheet with the improvements highlighted shall also be submitted with the request.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

COMBINED RIGHT OF WAY SERVICES CONTRACT

THIS CONTRACT, sometimes referred to herein as "Agreement" made and entered into this _____ day of _____, 20____
by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia
(hereinafter referred to as "WVDOH") and _____ residing at _____
in the City of _____ State of _____ (hereinafter referred to as the "Contractor").
Services to be rendered under this contract will be performed, in part, by the following individuals whose qualifications are approved and of record with
the WVDOH and are employees or associates of the Contractor in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Contractor shall furnish the WVDOH the combined right of way services set forth in the Scope of Work attached hereto and made a part hereof as Exhibit A, located in _____ County, West Virginia on State Project No. _____ and Federal Project No. _____, commonly known as the _____.
2. Payment for Services rendered:
 - (a) For and in consideration of the Services herein contemplated, the Contractor shall be paid according to the Cost Proposal attached hereto and made a part hereof as Exhibit B.
 - (b) Statements by the Contractor for payment for the aforesaid Services shall be itemized on as specified by the WVDOH.
3. The Contractor shall fully complete all work hereunder and furnish WVDOH all required documents, properly completed no later than 4:00 p.m. on _____. All documents and forms are the property of the WVDOH and must be returned when the deed or option is acknowledged and delivered.
4. Except as modified herein or otherwise instructed, all Services shall be completed in compliance with the WVDOH Right of Way Manual, as from time to time may be revised and shall at all times be performed in accordance with all applicable laws, regulations, orders, permits and ordinances, including without limitation, the provisions of 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.
5. Termination of Contract:
 - (a) The WVDOH shall have the right to terminate this Contract for any or no reason. Such termination notice shall be given by the WVDOH to the Contractor in writing by Certified Mail, Return Receipt Requested to the last known address of the Contractor at least thirty (30) calendar days proper to the date of termination. In such event, the WVDOH will be liable to the Contractor for only those Services which have been rendered prior to the date of notification of termination and which were performed by Contractor in accordance with the terms and conditions of this Agreement.
 - (b) In the event of the termination by WVDOH of any or all of the work provided for under this Contract, the Contractor shall be paid for the particular parcels terminated in proportion to the Work and Services actually completed by Contractor in accordance with the terms and conditions of this Agreement on such parcel or parcels involved, as of the date of termination.
 - (c) Upon termination or completion of this Contract, or any part thereof any and all work actually performed by the Contractor shall become property of the WVDOH.
6. This Contract may be supplemented in writing in the event the scope and character of work provided for herein is materially changed due to substantially revised plans or additional work as may be required by the WVDOH. In such event, a Supplemental Contract covering only such revisions or changes as agreed upon by the Contractor and the WVDOH shall provide for equitable adjustments regarding the time of performance.

7. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this Agreement. Contractor represents and warrants to Company that its employees performing work hereunder will have sufficient expertise, training and experience to accomplish the work.
8. Any dispute concerning this Agreement including the work hereunder which is not otherwise disposed of by this Agreement, shall be decided by the WVDOH, subject only to an appropriate appeal to the West Virginia Legislative Claims Commission pursuant to the provisions of Chapter 14, Article 2 of the Code of West Virginia.
9. The Contractor assumes all risk of damage to its property and the property of others and injury or death to all persons and agrees to indemnify and save harmless the WVDOH, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms or corporations furnishing work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor, Subcontractors or their respective agents and employees in the performance of this Contract.
10. The Contractor shall comply with all Workers Compensation laws of West Virginia and shall carry at least the following minimum amounts of insurance.
 - (a) Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries, including those resulting in death to any one (1) person and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for damage on account of any one (1) accident or occurrence.
 - (b) Property Damage Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) from damages on account of any accident or occurrence. Said insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Contractor and the WVDOH, their employees, agents, and representatives from claims for damages for personal injury and wrongful death, and for damages to property arising in any manner from the negligent or wrongful acts of omissions of the Contractor, its employees, agents, or representatives in the performance of the work covered by this Agreement, and any Supplemental Agreement thereto.
 - (c) The Contractor shall be liable for all damages, costs, and additional expense incurred by the WVDOH in the construction of the project which is caused by the negligence of the Contractor to perform the work and services as specified in the Agreement with the same degree and standard of care and skill normally expected of and provided Contractor in the right of way industry in the performance of the same work and services, or work and services similar to the work and services to be provided herein. Acceptance of the work and services by the WVDOH shall not waive any of the rights of the WVDOH contained in this Agreement nor release or absolve the Contractor from any liability, responsibility, or duty contained herein. This includes damages, costs, and expenses resulting from claims brought against the WVDOH by the project construction contractor(s).
 - (d) Professional Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), or as otherwise specified by the WVDOH. The Professional Liability Insurance shall be maintained in full force and effect until final acceptance by WVDOH of the construction project associated with the work performed by Contractor hereunder or three (3) years after final acceptance of the Contractor's work by the WVDOH, whichever comes first, unless construction is initiated but not having final acceptance prior to the end of the three (3) year period, in which case the Professional Liability Insurance shall be maintained until final acceptance of the construction project.
 - (e) Valuable Papers and Records Insurance in an amount not less than Eighty-Five Percent (85%) of the total invoiced fee at any time during the life of the Contract in order to assure the restoration of any plans, drawings, field notes, or any other similar data relating to the work covered by the Contract should they be lost or destroyed prior to receipt in completed form by the WVDOH. Valuable Papers and Records Insurance shall pertain only to the work as set forth in the Contract and the West Virginia Department of Transportation, Division of Highways shall be named as one of the insured.
- The policy, or policies, of insurance herein required must be countersigned by a Resident Agent of the State of West Virginia in accordance with the applicable statutes of the State of West Virginia. Certificates showing the Contractor is carrying the above-described insurance, in at least the above specified minimum amounts, shall be furnished to the WVDOH before the WVDOH is obligated to make any payment to the Contractor for work performed under this Contract. Said insurance certificate shall also name WVDOH as an additional insured, except for Workers Compensation Insurance. If any part of the work is transferred to a Subcontractor, all the provisions of this Paragraph 10 shall apply to the Subcontractor and the work performed by it.
11. The Contractor and its Subcontractors shall maintain records of material cost, direct salary, payroll additives, and other direct and indirect costs, and net fee used to support cost of the work and shall maintain all accounts, papers, maps, photographs, other documentary material, and any evidence pertaining to cost incurred, and shall make such materials available at its offices at all reasonable times during the contract period and for three (3) years after Federal Highway Administration final payment for the project, for inspection by the WVDOH, Federal Highway Administration, or any authorized representatives of the State or Federal Government, and copies thereof shall be furnished if requested. "Final Payment" refers to the date of final payment (reimbursement) of Federal Funds to the State with respect to the particular project. If a claim, investigation, or litigation is pending after what was assumed to be the final payment, the retention period will not begin until final settlement of the claim, investigations, or litigation.
12. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and are not officers, employees or agents of the WVDOH.

13. This Contract may not be assigned, transferred or subcontracted, either in whole or in part, without the express written approval of the WVDOH.
14. Retainage: WVDOH may retain 2% of each invoiced amount as retainage until completion of all work to the satisfaction of the WVDOH.
15. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement not expressly incorporated in writing herein, shall be binding on any of the parties hereto.
16. The Contractor will maintain all information and reports required by applicable law and shall permit access to said information and reports, books, records, accounts, other sources of information, and its facilities as may be determined by the WVDOH or the Federal Highway Administration to be pertinent for audit and to ascertain compliance with this Agreement and applicable law. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the WVDOH or the Federal Highway Administration as appropriate and shall set forth what efforts Contractor has made to obtain the information.
17. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.
18. This Agreement shall be governed by and constructed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
19. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that Contractor will immediately make payment and refund to the WVDOH for any and all overpayments made by said WVDOH to the Contractor under this Contract. WVDOH is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Contractor on any agreement or from any other source for the recovery of any overpayment made in connection with this Contract.
20. It is agreed by and between the parties hereto that in the performance of the terms, conditions and provisions of this Contract by the Contractor that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Signature of Contractor

Recommended: Section Manager

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Cost Plus Fixed Fee)

State Project
 Federal Project
 Project Description
 County
 Our Project

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

For study, design, and preparation of construction contract plans and related documents, in accordance with the terms of the agreement dated XX/XX/XX and supplements dated XX/XX/XX and XX/XX/XX

Invoice Period Jan 1 to Jan 31, xxxx

Item #1 Contract Plans (Shows Cost Plus Fixed Fee Type Billing)

	Current	Retainage	To-Date
Previously Earned Item #1			\$231,637.01
Previously Retained Item #1		\$ 11,581.85	
CURRENT AMOUNT EARNED			
Direct Labor (Tabulation Attached)	\$ 2,757.19		
Overhead 142.56%	3,930.65		
 Direct Costs (Tabulation Attached)	 562.00		
 Fixed Fee \$11,000.00			
Completed to date 81%			
Previously Invoiced 79%			
Earned This Period 2%	<u>220.00</u>		
Subtotal	\$ 7,469.84		
Subcontract (Invoice Attached)	<u>3,000.00</u>		
Earned this Period	\$ 10,469.84		<u>10,469.84</u>
Earned to Date			\$ 242,106.85
Current Retainage 5% (except Subcontract)	<u>(373.49)</u>	<u>373.49</u>	
 Retainage to Date		\$ 11,955.34	<u>\$ (11,955.34)</u>
Amount Payable to Date			\$ 230,151.51
Total Previous Invoices			<u>\$ 220,055.16</u>
Amount Now Due Items #1	\$ 10,096.35		\$ 10,096.35

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Summary Page)

State Project
 Federal Project
 Project Description
 County

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

SUMMARY

	Current	Retainage	To-Date
Total Previously Earned			\$231,637.01
Total Previously Retained		\$ 11,581.85	
Total Earned this Period	\$12,495.84		12,495.84
Earned to Date			<u>\$ 244,132.85</u>
Current Retainage 5%	<u>(474.79)</u>	474.79	
Retainage to Date		\$ 12,056.64	<u>\$ (12,056.64)</u>
Amount Payable to Date			\$ 232,076.21
Total Previous Invoices			<u>200,055.16</u>
Total Amount Now Due	\$12,021.05		<u>\$ 12,021.05</u>

Certification:

I, the undersigned, do hereby certify that: (1) the above invoices reflects a true and accurate accounting of the records of NAME OF FIRM and the amount has not been paid or previously invoiced; and (2) insurance coverage as specified in the agreement furnished by NAME OF INSURANCE PROVIDER is still in effect and current.

 NAME OF OFFICIAL

 TITLE

 SIGNATURE

I hereby certify that on (DATE) , (PRIME) received payment for Invoice # , dated , in the amount of \$xxxx.xx and the following subconsultants and subcontractors included in the subject invoice have been paid:

(List subs and amount paid here)

Signed
 (Authorized Company Officer)

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Cost Plus Fixed Fee)

State Project
 Federal Project
 Project Description
 County

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

Period Jan 1, XXXX to Jan 31, XXXX

Employee	Classification	Hours	Rate	Amount
Joe Smith	Project Manager	2	\$ 40.00	\$ 80.00
John Black	Engineer	54	\$ 21.00	\$1,134.00
Ann Brown	Sr. Engineer	45	\$ 33.50	\$1,507.50
Bob Adams	Designer	1.5	\$ 19.19	\$ 28.79
Jack Smith	Technician	1	\$ 6.90	<u>\$ 6.90</u>
				\$2,757.19

NOTE: If labor costs spread over fiscal year end, the costs need to be separated by fiscal year.

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Cost Plus Fixed Fee when home and field office)

State Project
 Federal Project
 Project Description
 County
 Our Project

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

For study, design, and preparation of construction contract plans and related documents, in accordance with the terms of the agreement dated XX/XX/XX and supplement dated XX/XX/XX and XX/XX/XX

Invoice Period Jan 1 to Jan 31, xxxx

Item #1 Contract Plans (Shows Cost Plus Fixed Fee Type Billing)

	Current	Retainage	To-Date
Previously Earned Item #1			\$ 231,637.01
Previously Retained Item #1		\$ 11,581.85	
CURRENT AMOUNT EARNED			
Home Office Direct Labor (Tabulation Attached)	\$ 2,757.19		
Home Office Overhead 142.56%	3,930.65		
Field Office Direct Labor (Tabulation Attached)	\$ 1,000.00		
Field Office Overhead 102.60%	1,026.00		
Direct Costs (Tabulation Attached)	562.00		
Fixed Fee \$11,000.00			
Completed to date 81%			
Previously Invoiced 79%			
Earned This Period 2%	<u>220.00</u>		
Subtotal	\$ 9,495.84		
Subcontract (Invoice Attached)	<u>3,000.00</u>		
Total	\$ 12,495.84		
Less Cost in Excess of Maximum Amount Payable	<u>0</u>		
Earned this Period	\$ 12,495.84		<u>12,495.84</u>
Earned to Date			\$ 244,132.85
Current Retainage 5% (except Subcontract)	<u>(474.79)</u>	474.79	
Retainage to Date		\$ 12,056.64	\$ (12,056.64)
Amount Payable to Date			\$ 232,076.21
Total Previous Invoices			<u>\$ 220,055.16</u>
Amount Now Due Items #1	\$ 12,-21.05		\$ 12,021.05

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Summary Page)

State Project
 Federal Project
 Project Description
 County

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

SUMMARY

	Current	Retainage	To-Date
Total Previously Earned			\$231,637.01
Total Previously Retained		\$ 11,581.85	
Total Earned this Period	\$12,495.84		12,495.84
Earned to Date			<u>\$ 244,132.85</u>
Current Retainage 5%	<u>(474.79)</u>	474.79	
Retainage to Date		\$ 12,056.64	<u>\$ (12,056.64)</u>
Amount Payable to Date			\$ 232,076.21
Total Previous Invoices			<u>220,055.16</u>
Total Amount Now Due	\$12,021.05		<u>\$ 12,021.05</u>

Certification:

I, the undersigned, do hereby certify that: (1) the above invoices reflect a true and accurate accounting of the records of NAME OF FIRM and the amount has not been paid or previously invoiced; and (2) insurance coverage as specified in the agreement furnished by NAME OF INSURANCE PROVIDER is still in effect and current.

 NAME OF OFFICIAL

 TITLE

 SIGNATURE

I hereby certify that on (DATE) , (PRIME) received payment for Invoice # , dated , in the amount of \$xxxx.xx and the following subconsultants and subcontractors included in the subject invoice have been paid:

(List subs and amount paid here)

Signed
 (Authorized Company Officer)

CONSULTANT'S LETTERHEAD OR INVOICE FORM

(Example Cost Plus Fixed Fee when have additional cost in excess of maximum amount payable)

State Project
 Federal Project
 Project Description
 County
 Our Project

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

For study, design, and preparation of construction contract plans and related documents, in accordance with the terms of the agreement dated XX/XX/XX and supplements dated XX/XX/XX and XX/XX/XX

Invoice Period Jan 1 to Jan 31, xxxx

Item #1 Contract Plans (Shows Cost Plus Fixed Fee Type Billing)

	Current	Retainage	To-Date
Previously Earned Item #1			\$231,637.01
Previously Retained Item #1		\$ 11,581.85	
CURRENT AMOUNT EARNED			
Direct Labor (Tabulation Attached)	\$ 2,757.19		
Overhead 142.56%	3,930.65		
Direct Costs (Tabulation Attached)	562.00		
Fixed Fee \$11,000.00			
Completed to date 81%			
Previously Invoiced 79%			
Earned This Period 2%	<u>220.00</u>		
Subtotal	\$ 7,469.84		
Subcontract (Invoice Attached)	<u>3,000.00</u>		
Total	\$ 10,469.84		
Less Cost in Excess of Maximum			
Amount Payable	<u>-106.85</u>		
Earned this Period	\$ 10,362.99		<u>(10,362.99)</u>
Earned to Date			\$ 242,000.00
Current Retainage 5% (except Subcontract)	<u>(373.49)</u>	<u>373.49</u>	
Retainage to Date		\$ 11,955.34	\$ (11,955.34)
Amount Payable to Date			\$ 230,044.66
Total Previous Invoices			<u>220,055.16</u>
Amount Now Due Items #1	\$ 9,989.50		\$ 9,989.50

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Summary Page)

State Project
 Federal Project
 Project Description
 County

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

SUMMARY

	Current	Retainage	To-Date
Total Previously Earned	\$231,637.01		
Total Previously Retained		\$ 11,581.85	
Total Earned this Period	\$10,469.84		
Less Amount in Excess of Maximum Amount Payable	<u>(106.85)</u>		
Total Earned this Period	\$10,362.99		<u>10,362.99</u>
Earned to Date			\$ 242,000.00
Current Retainage 5%	<u>(373.49)</u>	373.49	
Retainage to Date		\$ 11,955.34	<u>\$ (11,955.34)</u>
Amount Payable to Date			\$ 230,044.66
Total Previous Invoices			<u>220,055.16</u>
Total Amount Now Due	\$ 9,989.50		\$ 9,989.50

Certification:

I, the undersigned, do hereby certify that: (1) the above invoices reflect a true and accurate accounting of the records of NAME OF FIRM and the amount has not been paid or previously invoiced; and (2) insurance coverage as specified in the agreement furnished by NAME OF INSURANCE PROVIDER is still in effect and current.

 NAME OF OFFICIAL

 TITLE

 SIGNATURE

I hereby certify that on (DATE) , (PRIME) received payment for Invoice # , dated , in the amount of \$xxxx.xx and the following subconsultants and subcontractors included in the subject invoice have been paid:

(List subs and amount paid here)

Signed
 (Authorized Company Officer)

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example Cost Plus Fixed Fee and reducing retainage)

State Project
 Federal Project
 Project Description
 County
 Our Project

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

For study, design, and preparation of construction contract plans and related documents, in accordance with the terms of the agreement dated XX/XX/XX and supplements dated XX/XX/XX and XX/XX/XX

Invoice Period Jan 1 to Jan 31, xxxx

Item #1 Contract Plans (Shows Cost Plus Fixed Fee Type Billing)

	Current	Retainage	To-Date
Previously Earned Item #1			\$231,637.01
Previously Retained Item #1		\$ 11,581.85	
CURRENT AMOUNT EARNED			
Direct Labor (Tabulation Attached)	\$ 2,757.19		
Overhead 142.56%	3,930.65		
 Direct Costs (Tabulation Attached)	 562.00		
 Fixed Fee \$11,000.00			
Completed to date 81%			
Previously Invoiced 79%			
Earned This Period 2%	<u>220.00</u>		
Subtotal	\$ 7,469.84		
Subcontract (Invoice Attached)	<u>3,000.00</u>		
Earned this Period	\$ 10,469.84		<u>10,469.84</u>
Earned to Date			\$ 242,106.85
Current Retainage 5% (except Subcontract)	(373.49)	373.49	
Current Retainage Paid	<u>6,949.11</u>	<u>(6,949.11)</u>	
Retainage to Date		\$ 5,006.23	<u>\$ (5,006.23)</u>
Amount Payable to Date			\$ 237,100.62
Total Previous Invoices			<u>\$ 220,055.16</u>
Amount Now Due Items #1	\$ 17,045.46		\$ 17,045.46

CONSULTANT'S LETTERHEAD OR INVOICE FORM
(Example claiming retainage)

State Project
 Federal Project
 Project Description
 County
 Our Project

Date
 Invoice No.
 Company ID No.
 FEIN #
 Sheet 1 of

For study, design, and preparation of construction contract plans and related documents, in accordance with the terms of the agreement dated XX/XX/XX and supplements dated XX/XX/XX and XX/XX/XX

Invoice Period Jan 1 to Jan 31, xxxx

Item #1 Contract Plans (Shows Cost Plus Fixed Fee Type Billing)

	Current	Retainage	To-Date
Previously Earned Item #1			\$231,637.01
Previously Retained Item #1		\$ 11,581.85	
CURRENT AMOUNT EARNED			
Direct Labor (Tabulation Attached)	\$ -		
Overhead 142.56%	-		
Direct Costs (Tabulation Attached)	-		
Fixed Fee \$11,000.00			
Completed to date 100%			
Previously Invoiced 100%			
Earned This Period 0%	-		
Subtotal	\$ -		
Subcontract (Invoice Attached)	-		
Earned this Period	\$ 10,469.84		-
Earned to Date			\$ 231,637.01
Current Retainage 5% (except Subcontract)	-	0	
Reducing Retainage to 2%	6,949.11	(6,949.11)	-
Retainage to Date		\$ 4,632.74	\$ (4,632.74)
Amount Payable to Date			\$ 231,637.01
Total Previous Invoices			\$ 224,687.90
Amount Now Due Items #1	\$ 6,949.11		\$ 6,949.11

NOTICE OF RIGHT OF WAY APPRAISAL AND APPRAISAL REVIEW SERVICES

INVITATION TO QUALIFY FOR INCLUSION ON THE WVDOT

PRE-QUALIFIED APPROVED APPRAISER/REVIEW APPRAISER LIST

Notice is hereby given by the West Virginia Department of Transportation, Division of Highways, that **Right of Way Appraisal and Appraisal Review services** related to transportation projects will be used for statewide projects. Future projects will be advertised and awarded on a low-bid basis.

All individuals interested in providing appraisal or appraisal review service contracts for statewide projects **must** be pre-qualified and approved by the WVDOT, DOH Right of Way Division in order to submit bids on upcoming projects.

Individuals interested in being considered for this work must submit to Director, Right of Way Division, West Virginia Department of Transportation, Division of Highways, Building 5, Room 820, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305-0430, the following:

- 1. Letter of Interest**
- 2. Statement of Qualifications**
- 3. Two (2) redacted appraisal work-product samples**
- 4. Proof of current WV Appraisal Licensure/Certification in good standing**

Individuals desiring to be included on the pre-qualified list for real estate **APPRAISAL SERVICES** or **APPRAISAL REVIEW SERVICES** **must** meet criteria established by the Right of Way Division and the Federal Highway Administration, and must be competent, as defined by the competency rule, Standards and Provisions of the “Uniform Standards of Professional Appraisal Practice” (USPAP), and the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (Uniform Act) P.L. 91-646, 49 CFR Part 24

Requirements to be considered for Appraisal OR Appraisal Review Services include, but are not limited to:

- A license or certification in good standing with the West Virginia Real Estate Appraiser Licensing and Certification Board allowing for the appraisal of real estate being acquired under the threat of Eminent Domain; and for appraisers, a minimum of three (3) years of full-time or equivalent part-time experience in real estate appraisal; and for review appraisers, a minimum of five (5) years of full-time or equivalent part-time experience in real estate appraisal review.
- Competent, as defined by the Competency Rule and Standards and Provisions of the “Uniform Standards of Professional Appraisal Practice” (USPAP), and the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (Uniform Act) P.L. 91-646, 49 CFR Part 24
- Ability to qualify as an expert witness in condemnation proceedings and shall provide such testimony at all types of condemnation proceedings upon request and/or subpoena
- Prior successful completion of training in the appraisal of partial acquisitions and condemnation appraisal principles and applications is recommended for appraisers and required for review appraisers

For a copy of the manual “Information for Appraisers” and/or the criteria established by the WVDOT, submit a request in writing to the address above.

Prior employment by a State Department of Transportation is not required in order to apply for inclusion on the West Virginia Department of Transportation’s Pre-Qualified Appraiser List or Pre-Qualified Review Appraiser List, or to submit proposals to perform appraisal or appraisal review services as may be requested by the WVDOT.

It is the policy of the West Virginia Department of Transportation, Division of Highways, that Disadvantaged, and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

EXAMPLE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
NOTICE TO APPRAISERS AND REVIEW APPRAISERS

Sealed proposals will be received by the West Virginia Department of Transportation, Division of Highways at its central Right of Way office in Building Five, Room 820, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305-0430 until 4:00 p.m. XX, XX, XXXX. The next business day at 11:00 a.m. the said proposals will be publicly opened and read immediately thereafter for the appraisal or appraisal review services for the following project:

CALL 041 Project: S323-10-16.20 02; Federal Project EOAP-0010(213)D; Dabney-Stollings Road (Rum Creek Connector), Logan County; Appraisal approx. 43 Parcels. See proposal for more detailed information.

CALL 042 Project: S323-10-16.20 02; Federal Project EOAP-0010(213)D; Dabney-Stollings Road (Rum Creek Connector), Logan County; Appraisal Review approx. 43 Parcels. See proposal for more detailed information.

CALL 043 Project: S323-10-16.20 02; Federal Project EOAP-0010(213)D; Dabney-Stollings Road (Rum Creek Connector), Logan County; Specialty Timber Valuation approx. 21 Parcels. See proposal for more detailed information.

CALL 044 Project: S323-10-16.20 02; Federal Project EOAP-0010(213)D; Dabney-Stollings Road (Rum Creek Connector), Logan County; Specialty Coal Valuation – one report (including approx. 42 Parcels). See proposal for more detailed information.

Proposals will be received from prequalified West Virginia licensed/certified appraisers currently on the WVDOT, DOH's Approved Appraiser and/or Review Appraiser List. Registration is required with the Department of Administration, Division of Purchasing, in accordance with Chapter 5A, Article 3, Section 12 of the West Virginia Code.

Interested parties should request a bid package containing project plans and all necessary bidding documents by contacting the current Administrative Section Manager via email at [CurrentManager@wv.gov]. Information regarding qualification requirements necessary for inclusion on the WVDOT, DOH's Approved Appraiser List is available by contacting current Administrative Section Manager via email at [CaurrentManager@wv.gov].

The West Virginia Department of Transportation, Division of Highways reserves the right to defer, delay or postpone the date for receiving and publicly opening proposals for any project designated in this advertisement, without the necessity of renewing such advertisement. All bidders obtaining valid bidding proposals as provided above will be notified of such deferment, delay or postponement and the date that proposals will be received and publicly opened.

The West Virginia Department of Transportation, Division of Highways reserves the right to reject any and all proposals.

The West Virginia Department of Transportation, Division of Highways hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
Director, Right of Way Division

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

ALL ITEMS MUST BE COMPLETED BY APPRAISER	
CALL NUMBER	
APPRAISER'S NAME	
APPRAISER'S TIN	
BID AMOUNT (\$)	
WV LICENSE NUMBER	

CONTRACT APPRAISER'S PROPOSAL

COUNTY _____

NAME OF PROJECT _____

PROJECT NUMBER _____

BIDS TO BE RECEIVED UNTIL 4 O'CLOCK P.M. _____ AT THE OFFICE OF THE
DIVISION OF HIGHWAYS, RIGHT OF WAY DIVISION, CHARLESTON, WEST VIRGINIA,
ROOM 820, OFFICE OF THE DIRECTOR, STATE CAPITOL COMPLEX, BUILDING 5.

NOTICE TO CONTRACT APPRAISERS
ALL PAPERS BOUND WITH OR ATTACHED TO THE PROPOSAL FORM
ARE A NECESSARY PART THEREOF AND MUST NOT BE DETACHED.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

NOTICE TO ALL BIDDERS

PRIOR TO THE BID DATE, QUESTIONS THAT ARE TECHNICAL/ENGINEERING OR CONTRACT ADMINISTRATION IN NATURE OR INVOLVE QUANTITY DISCREPANCIES CONCERNING THIS PROJECT SHOULD BE DIRECTED TO THE RIGHT OF WAY CONSULTING SERVICES UNIT, WEST VIRGINIA DIVISION OF HIGHWAYS BY CALLING (304) 558-7333. YOUR CALL WILL THEN BE ROUTED TO THE APPROPRIATE OFFICE FOR FURTHER HANDLING.

TO REPORT BID RIGGING ACTIVITIES CALL:

1-800-424-9071

THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE “HOTLINE” MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE “HOTLINE” TO REPORT SUCH ACTIVITIES.

THE “HOTLINE IS PART OF THE DOT’S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE INTERSTATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL. ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

APPRAISER/REVIEW APPRAISER PROPOSAL**TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**

Proposal of _____
 (Name of Appraiser/Review Appraiser)
 of _____, for the
 appraisal/appraisal review of parcels
 (circle one) _____, known as
 Project Number _____, _____ County,
 West Virginia.

The undersigned hereby proposes to either provide appraisals for fair market value or provide reviewed acceptable appraisals according to the specifications now on file in the office of the West Virginia Department of Transportation, Division of Highways on those parcels noted above.

The undersigned declares that they have carefully examined the form of contract and specifications, and the drawings therein referred to, and will complete and provide all things necessary to provide written appraisals/appraisal reviews on the noted parcels.

Said bidder is acquainted with all appraisal/appraisal review conditions and requirements and the location of the project, and is relying on personal knowledge, and not the Department of Transportation, Division of Highway's Estimate. Should the number of parcels to be valued differ from the number estimated in the contract or specifications, then the Contractor agrees to promptly notify the Department for further instructions. The undersigned agrees to do all the work in compliance with USPAP and the Uniform Act in order to meet the requirements in the instructions to bidders. The following price is submitted.

APPRAISAL REPORT FORMAT ONLY – FORM RW 6.06 ONLY
UNIT PRICE SCHEDULE

<u>Parcel No.</u>	<u>Property Type & Description</u>	<u>Type of Take</u>	<u>Unit Price</u>	<u>PHASE</u>
		TOTAL BID PRICE	\$	

Proposed hourly rate for report revisions (if necessary) \$ 85.00

Proposed hourly rate for litigation activities (if necessary) \$ 150.00

Note:

- 1.) Appraisals are due X days after notice to proceed.
- 2.) Reviews are due X days after appraisals are received.
- 3.) Appraisers are required to appraise all billboards & business signs within the proposed Right of Way.

Special Notes:

- 1.) Unless otherwise noted, each appraisal should be considered complex in nature.
- 2.) Special attention should be given by the appraiser for access issues to the remaining residue, if applicable.
- 3.) All partial takings should be considered for potential damages to the residue.
- 4.) Differences, if any, between what is shown on the project plans and that which exists during the appraisers physical inspection of the property must be reported to the Right of Way Division in writing as soon as possible so the discrepancy can be resolved.
- 5.) Any parcel descriptions that may be included in the bid package are not to be relied upon for highest and best use analysis.
- 6.) The appraiser shall make a full valuation of each parcel contracted to determine:
 - The value of the property entirety
 - The value of the part taken
 - Damages (both curable and incurable) to the residue
 - The value of the residue property after the taking
 - Values of any temporary easements
- 7.) If a timber valuation is being completed, the review of this project's appraisals is to include both the surface appraisal and the timber valuation in the review and Statement of Just Compensation as part of the reviewer's Scope of Work.

The undersigned states and deposes that he has no interest, direct or indirect, in any other bid work covered by this proposal.

By: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____ To-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name (s) are/is signed to the foregoing writing, bearing date on the _____ day of _____, 20____, have/has this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.
My Commission expires _____.

Place Notary Stamp/Seal Here

Notary Public

NOTICE

PLEASE READ AND COMPLETE SECTIONS A THROUGH J, PAGE 4 MUST BE EXECUTED BY APPRAISER/REVIEW APPRAISER FOR ACCEPTANCE OF THIS PROPOSAL, SIGNATURE ON PAGE 4 REPRESENTS APPRAISER'S/REVIEW APPRAISER'S UNDERSTANDING AND INTENTION TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THIS PROPOSAL.

STATE OF _____ ,
COUNTY OF _____ , To-Wit:
I, _____
(Name of Appraiser/Review Appraiser)
the appraiser _____ , review appraiser _____
on Project No(s). _____ ,
In _____ County (s), West Virginia,
by _____
(Name of Appraiser/Review Appraiser) (WV Appraiser License/Certification Number)

being duly sworn do depose, say and certify that:

Section A: FREE COMPETITIVE BIDDING AFFIDAVIT

That said person, firm, Association or Corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid or contract.

Section B: CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (FEDERAL AID ONLY)

That said person, firm, Association or Corporation [] has [] has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that said person, firm, Association or Corporation [] has [] has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in (41 CFR 60-1.5). (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that (41 CFR 60-1.7(b) (1)) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Section D: ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS (NO FEDERAL AID)

Pursuant to the requirements of the State of West Virginia, Executive Order 4-65 dated December 16, 1965, said firm desiring to avail itself of the benefits of engaging in commercial transactions with the Department of Transportation, Division of Highways hereby agrees to:

- (1) give assurances that all employment and personnel practices will be conducted without regard to race, color, sex, creed or national origin.
- (2) Include in all recruitment advertisement the following wording: "An Equal Opportunity Employer".

Section E: COMPLETION DATE

The contractor shall begin work upon notification and shall fully complete the reports and furnish to the Division via electronic transfer media one (1) copy of each report no later than 4:00 p.m. on **seventy (70) days after notice to proceed**. It is fully understood that and agreed that in the event the Contractor shall fail to perform the work within the time herein provided, a penalty of one percent (1%) per calendar day shall be forfeited and deducted from the fees in Paragraph 2 above for each parcel not received by the date due for a maximum of thirty (30) calendar days at which time the contract may be canceled, without payment, at the discretion of the Division. However, upon written application by the Contractor, in the event of extenuating circumstances, Division may, at its discretion, expressly grant in writing an extension of time to the Contractor.

Section F: BLANK

Section G: BLANK

Section H: CERTIFICATION

WEST VIRGINIA APPRAISER LICENSING ACT, CHAPTER __ ARTICLE __ CODE OF WEST VIRGINIA ¹ LICENSE/CERTIFICATION NUMBER _____.

¹ Refer to Specification 102.6

Section I: ADDENDA

I HEREBY acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to the Appraiser's/Review Appraiser's proposal, plans and/or specifications, or other applicable documents and have considered the addendum(s) in the calculation of my bid.

ADDENDUM NUMBERS: 1 ____ 2 ____ 3 ____ 4 ____ 5 ____ . I further acknowledge that failure to confirm receipt of the addendum(s) will cause my proposal to be rejected.

Section J: IF AN INDIVIDUAL, SIGN BELOW:

(Name) (Street and Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

(Trade Name) (Street and Post Office Address)
Sole Owner by _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership) (Street and Post Office Address)

(Authorized Partner) (Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

_____ (Name of Corporation)	_____ (Name of Corporation)
Incorporated under the laws of the State of _____	Incorporated under the laws of the State of _____
by _____	by _____
_____ (Title of Officer)	_____ (Title of Officer)
_____ (Street and Post Office Address)	_____ (Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

(Name of Corporation)
Incorporated under the laws of the State of _____
by _____

(Street and Post Office Address) (Title of Officer Signing)

ACKNOWLEDGEMENT, MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires _____

Notary Seal if not Executed in West Virginia

Notary Public

APPRAISAL SERVICES

Notice is hereby given by the West Virginia Department of Transportation, Division of Highways that Right of Way Appraisal Services related to transportation projects will be used for statewide projects. Future projects will be advertised and awarded on a low-bid basis.

All individuals interested in providing appraisal contracts for statewide projects must be pre-qualified and approved by the WVDOT, DOH, Right of Way Division in order to submit bids on upcoming projects.

Individuals desiring to be included on the pre-qualified list for real estate APPRAISAL SERVICES must meet the following criteria:

- All appraisal reports must be submitted on the currently approved WVDOT appraisal form and completed in compliance with the State Rule, and any and all applicable laws, rules, regulations and requirements, including but not limited to the WVDOT "Information for Appraisers" and "Right of Way Manual".
- All appraisal reports and related correspondence will be transmitted electronically via an FTP site or email.
- Have a minimum of three (3) years of full time or equivalent part time experience in real estate appraisal and a license or certification in good standing with the West Virginia Real Estate Appraiser Licensing and Certification Board allowing for the appraisal of real estate being acquired under the threat of Eminent Domain
- Be competent, as defined by the competency rule, Standards and Provisions of the "Uniform Standards of Professional Appraisal Practice" (USPAP), and the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Uniform Act) P.L. 91-646, 49 CFR Part 24
- Proficient in reading, interpreting and explaining highway Right of Way plans and construction plans
- Familiar with, and competent to provide, appraisal reports on properties subject to partial takings, including the ability to adequately address damages (diminution of value) to any residue properties
- Proficient and competent in employing, when necessary, appraisal supplemental standards and jurisdictional exception as defined by USPAP. Additional proficiency and competency in completing appraisals with retrospective values and under hypothetical conditions and extraordinary assumptions is required.
- Able to qualify as an expert witness in condemnation proceedings and shall provide such testimony at all types of condemnation proceedings upon request and/or subpoena
- All bids will be one fixed amount, in total, for all appraisal activities as advertised. Uniform hourly rates for revising reports as requested by the Department and for litigation related activities will be established by the Department and will be included in the contract with the successful bidder. These hourly rates will be all-inclusive of expenses incurred by the appraiser. No compensation will be paid for time incurred by the appraiser in correcting errors/omissions within appraisal reports. Excepting prior written consent of the Department, completion of the contracted services must be submitted by the contracted due date. No partial payments will be made and no invoices will be processed until all contracted and

submitted acceptable appraisal reports have been reviewed and approved by the Department.

- Successful bidder will be subject to a written assessment regarding performance which will be prepared by the project review appraiser. Consistent low ratings will influence the ability to participate in future bids.
- Prior successful completion of training in appraisal for Federal-Aid Highway programs; appraisal of partial acquisitions; condemnation appraising (principles and applications); and providing expert witness testimony is strongly recommended.
- Successful bidder shall coordinate project appraisal activities including scope of work with the WVDOH project review appraiser
- Prior employment by a State Department of Transportation is not required in order to apply for inclusion on the West Virginia Department of Transportation's Pre-qualified Appraiser List or Pre-Qualified Review Appraiser List, or to submit proposals to perform appraisal or appraisal review services as may be requested by the WVDOH.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**INDIVIDUAL SERVICES CONTRACT
FOR TECHNICAL APPRAISAL / APPRAISAL REVIEW SERVICES
PER PACEL BASIS**

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ residing at _____ in the City of _____ State of _____ (hereinafter referred to as the "Contractor"). Services to be rendered under this contract will be performed, in part, by the following individuals whose qualifications are approved and of record with the WVDOH and are employees or associates of the Contractor in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Contractor shall furnish to the WVDOH a written professional opinion, adequately supported and documented, of the fair market value of the following parcels of real estate, or designated parts thereof, and damages to the residue thereof, if any, less all benefits or other defined value, cost or estimate on all parcels listed below, in _____ County, on State Project _____ and Federal Project _____ and, as required by the WVDOH, the Contractor shall appear in Court or before Court appointed Commissioners as an expert witness on behalf of the WVDOH to testify with respect to his or her opinion on each parcel.

2. (a.) For and in consideration of services in furnishing said valuations, the Contractor shall be paid the amounts set forth as follows:

Parcel No.

Fee -

TOTAL \$ _____

The contractor was given written notice to proceed on _____,

NOTE: The maximum total payment under this contract may not exceed \$150,000.00 as referenced in 2 CFR 200.88, as amended by 41 U.S.C 1908. References: 2 CFR 200.320 "Methods of procurement to be followed", and 2 CFR 200.320(c) "Procurement by Sealed Bid procedures", Revised 01-01-2018.

Statements by the Contractor for payment for the aforesaid services shall be itemized on "Invoice" (Form RW 6.17-F or Form RW 6.17-H)

(b) For appearances in court or before Court appointed Commissioners, or for preparation and appearances at conferences prior to trial or for the purpose of giving depositions on behalf of the WVDOH, the Contractor shall be paid at the rate of \$ 150.00 per hour. Such rate shall include all costs including overhead and expenses incurred in rendering such services.

(c) In the event the scope and character of the work provided for herein is materially changed due to substantially revised plans or additional work is required by the WVDOH, the Contractor agrees to furnish the required revisions or supplements and to perform the additional work requested by the WVDOH in excess of that set forth in the contract, at the rate of \$ 85.00 per hour for the time required to prepare such revisions or to perform such additional work.

3. The Contractor shall begin work upon notification and shall fully complete the reports and furnish to the WVDOH via electronic media one (1) copy of each report no later than 4:00 p.m. on _____. It is fully understood and agreed that in the event the Contractor shall fail to perform the work within the time herein provided, a penalty of one percent (1%) per calendar day shall be forfeited and deducted from the fees in Paragraph 2 above for each parcel not received by the date due for a maximum of thirty (30) calendar days at which time the contract may be canceled, without payment, at the discretion of the WVDOH. However, upon written application by the Contractor, in the event of extenuating circumstances, WVDOH may, at its discretion, expressly grant in writing an extension of time to the Contractor.

4. (a) Appraisal Reports, including all necessary documentation and supporting data, for each parcel in this agreement shall be submitted on Form RW 6.06 or Form RW 6.07-PM, as from time to time hereafter revised. Appraisal Review Reports, including all necessary documentation and supporting data, for each parcel in this agreement shall be submitted on Form RW 6.10-C or Form RW 6.10-PM and Form RW 6.11, as from time to time hereafter revised. All reports must contain the applicable information required by the WVDOH including that in 49 CFR 24 and the *Uniform Standards of Professional Appraisal Practice*

(b) Specialty Reports shall be in an appropriate narrative format.

5. Termination of Contract:

(a) The WVDOH shall have the right to terminate this contract with regard to any or all services provided for herein for any of the following reasons:

- (1) In the event of changes in WVDOH plans which obviate the necessity of any work which may be involved.
- (2) If work is not completed and delivered by the dates listed in the contract or extension dates.
- (3) If the contract is not returned signed within fifteen (15) days of receipt.

(b) Such termination notice shall be given by the WVDOH to the Contractor in writing by Certified Mail to the last known address of the Contractor. In such event, the WVDOH will be liable to the Contractor for only those services which have been rendered prior to the date of notification of termination.

(c) In the event of the termination of any or all of the work provided for under this contract, the Contractor shall be paid for the particular parcels terminated in proportion to the work and services actually completed on such parcel or parcels involved, as of the date of termination.

(d) Upon termination of this contract, or any part thereof, for any reason provided for herein, any and all work actually performed by the Contractor shall become the property of the WVDOH.

6. This contract may be supplemented in the event the scope and character of work provided for herein is materially changed due to substantially revised plans or additional work as may be required by the WVDOH. In such event, a Supplemental Contract covering only such revisions or changes as agreed upon by the Contractor and the WVDOH shall provide for equitable adjustments regarding the time of performance.

7. The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this agreement. For breach or violation of this warranty, the WVDOH shall have the right to annul this agreement without liability.

8. Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this agreement, shall be decided by the WVDOH, subject only to an appropriate appeal to the Court of Claims pursuant to the provisions of Chapter 14, Article 2 of the Code of West Virginia (Acts 1967, c 27) as from time to time thereafter amended.

9. The Contractor agrees to indemnify and save harmless the WVDOH, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms or corporations furnishing work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

10. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the WVDOH.

11. This contract may not be assigned, transferred or subcontracted, either in whole or in part by the Contractor.

12. The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work.

13. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by both parties hereto, and that no oral understanding or agreement not incorporated herein, nor any alteration or variation of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

14. During the performance of this contract, the Contractor agrees as follows:

(a) Compliance with Regulations: The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Information and Reports: The Contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the WVDOH or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the WVDOH or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

(d) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the WVDOH shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or part.

15. It is agreed by and between the parties hereto that in the performance of the terms, conditions and provisions of this contract by the Contractor that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Signature of Contractor

Recommended: Appraisal Section Manager

Contractor's License or Certification No. _____

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

CONTRACT No.: _____

CONTRACT Date: _____

INVOICE FOR APPRAISAL / APPRAISAL REVIEW SERVICES – Fee on Contract

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430

State Project No.:		Federal Project No.:	County:
Parcel No.	Fee on Contract	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

 Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for PaymentPage 1 of 1

CONTRACT No.: _____

CONTRACT Date: _____

INVOICE FOR APPRAISAL / APPRAISAL REVIEW SERVICES – Hourly Basis

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430

State Project No.:		Federal Project No.:	County:
Parcel No.	Hours X Rate = Amount Due	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

 Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for PaymentPage 1 of 1

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

ALL ITEMS MUST BE COMPLETED BY REVIEW APPRAISER	
CALL NUMBER	
APPRAISER'S NAME	_____
APPRAISER'S TIN	_____
BID AMOUNT (\$)	_____
WV LICENSE NUMBER	_____

CONTRACT REVIEW APPRAISER'S PROPOSAL

COUNTY	_____
NAME OF PROJECT	_____
PROJECT NUMBER	_____

BIDS TO BE RECEIVED UNTIL 4 O'CLOCK P.M._____ AT THE OFFICE OF THE
DIVISION OF HIGHWAYS, RIGHT OF WAY DIVISION, CHARLESTON, WEST VIRGINIA,
ROOM 820, OFFICE OF THE DIRECTOR, STATE CAPITOL COMPLEX, BUILDING 5.

NOTICE TO CONTRACT REVIEW APPRAISERS ALL PAPERS BOUND WITH OR ATTACHED TO THE PROPOSAL FORM ARE A NECESSARY PART THEREOF AND MUST NOT BE DETACHED.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

NOTICE TO ALL BIDDERS

PRIOR TO THE BID DATE, QUESTIONS THAT ARE TECHNICAL/ENGINEERING OR CONTRACT ADMINISTRATION IN NATURE OR INVOLVE QUANTITY DISCREPANCIES CONCERNING THIS PROJECT SHOULD BE DIRECTED TO THE RIGHT OF WAY CONSULTING SERVICES UNIT, WEST VIRGINIA DIVISION OF HIGHWAYS BY CALLING (304) 558-7333. YOUR CALL WILL THEN BE ROUTED TO THE APPROPRIATE OFFICE FOR FURTHER HANDLING.

TO REPORT BID RIGGING ACTIVITIES CALL:

1-800-424-9071

THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE “HOTLINE” MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE “HOTLINE” TO REPORT SUCH ACTIVITIES.

THE “HOTLINE IS PART OF THE DOT’S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE INTERSTATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL. ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

APPRAISER/REVIEW APPRAISER PROPOSAL**TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**

Proposal of _____
 (Name of Appraiser/Review Appraiser)
 of _____, for the
 appraisal/appraisal review of parcels
 (circle one) _____, known as
 Project Number _____, _____ County,
 West Virginia.

The undersigned hereby proposes to either provide appraisals for fair market value or provide reviewed acceptable appraisals according to the specifications now on file in the office of the West Virginia Department of Transportation, Division of Highways on those parcels noted above.

The undersigned declares that they have carefully examined the form of contract and specifications, and the drawings therein referred to, and will complete and provide all things necessary to provide written appraisals/appraisal reviews on the noted parcels.

Said bidder is acquainted with all appraisal/appraisal review conditions and requirements and the location of the project, and is relying on personal knowledge, and not the Department of Transportation, Division of Highway's Estimate. Should the number of parcels to be valued differ from the number estimated in the contract or specifications, then the Contractor agrees to promptly notify the Department for further instructions. The undersigned agrees to do all the work in compliance with USPAP and the Uniform Act in order to meet the requirements in the instructions to bidders. The following price is submitted.

APPRAISAL REVIEW – FORM RW 6.10-C & 6.11 ONLY
UNIT PRICE SCHEDULE

<u>Parcel No.</u>	<u>Property Type & Description</u>	<u>Type of Take</u>	<u>Unit Price</u>	<u>PHASE</u>
		TOTAL BID PRICE	\$	

Proposed hourly rate for report revisions (if necessary) \$ 85.00

Proposed hourly rate for litigation activities (if necessary) \$ 150.00

Note:

- 1.) Appraisals are due X days after notice to proceed.
- 2.) Reviews are due X days after appraisals are received.
- 3.) Appraisers are required to appraise all billboards & business signs within the proposed Right of Way.

Special Notes:

- 1.) Unless otherwise noted, each appraisal should be considered complex in nature.
- 2.) Special attention should be given by the appraiser for access issues to the remaining residue, if applicable.
- 3.) All partial takings should be considered for potential damages to the residue.
- 4.) Differences, if any, between what is shown on the project plans and that which exists during the appraisers physical inspection of the property must be reported to the Right of Way Division in writing as soon as possible so the discrepancy can be resolved.
- 5.) Any parcel descriptions that may be included in the bid package are not to be relied upon for highest and best use analysis.
- 6.) The appraiser shall make a full valuation of each parcel contracted to determine:
 - The value of the property entirety
 - The value of the part taken
 - Damages (both curable and incurable) to the residue
 - The value of the residue property after the taking
 - Values of any temporary easements
- 7.) If a timber valuation is being completed, the review of this project's appraisals is to include both the surface appraisal and the timber valuation in the review and Statement of Just Compensation as part of the reviewer's Scope of Work.

The undersigned states and deposes that he has no interest, direct or indirect, in any other bid work covered by this proposal.

By: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____ To-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name (s) are/is signed to the foregoing writing, bearing date on the _____ day of _____, 20____, have/has this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.
My Commission expires _____.

Place Notary Stamp/Seal Here

Notary Public

NOTICE

PLEASE READ AND COMPLETE SECTIONS A THROUGH J, PAGE 4 MUST BE EXECUTED BY APPRAISER/REVIEW APPRAISER FOR ACCEPTANCE OF THIS PROPOSAL, SIGNATURE ON PAGE 4 REPRESENTS APPRAISER'S/REVIEW APPRAISER'S UNDERSTANDING AND INTENTION TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THIS PROPOSAL.

STATE OF _____ ,
COUNTY OF _____ , To-Wit:
I, _____
(Name of Appraiser/Review Appraiser)
the appraiser _____ , review appraiser _____
on Project No(s). _____ ,
In _____ County (s), West Virginia,
by _____
(Name of Appraiser/Review Appraiser) (WV Appraiser License/Certification Number)

being duly sworn do depose, say and certify that:

Section A: FREE COMPETITIVE BIDDING AFFIDAVIT

That said person, firm, Association or Corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid or contract.

Section B: CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (FEDERAL AID ONLY)

That said person, firm, Association or Corporation [] has [] has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that said person, firm, Association or Corporation [] has [] has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in (41 CFR 60-1.5). (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that (41 CFR 60-1.7(b) (1)) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Section D: ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS (NO FEDERAL AID)

Pursuant to the requirements of the State of West Virginia, Executive Order 4-65 dated December 16, 1965, said firm desiring to avail itself of the benefits of engaging in commercial transactions with the Department of Transportation, Division of Highways hereby agrees to:

- (1) give assurances that all employment and personnel practices will be conducted without regard to race, color, sex, creed or national origin.
- (2) Include in all recruitment advertisement the following wording: "An Equal Opportunity Employer".

Section E: COMPLETION DATE

The contractor shall begin work upon notification and shall fully complete the reports and furnish to the Division via electronic transfer media one (1) copy of each report no later than 4:00 p.m. on **seventy (70) days after notice to proceed**. It is fully understood that and agreed that in the event the Contractor shall fail to perform the work within the time herein provided, a penalty of one percent (1%) per calendar day shall be forfeited and deducted from the fees in Paragraph 2 above for each parcel not received by the date due for a maximum of thirty (30) calendar days at which time the contract may be canceled, without payment, at the discretion of the Division. However, upon written application by the Contractor, in the event of extenuating circumstances, Division may, at its discretion, expressly grant in writing an extension of time to the Contractor.

Section F: BLANK

Section G: BLANK

Section H: CERTIFICATION

WEST VIRGINIA APPRAISER LICENSING ACT, CHAPTER __ ARTICLE __ CODE OF WEST VIRGINIA ¹ LICENSE/CERTIFICATION NUMBER _____.

¹ Refer to Specification 102.6

Section I: ADDENDA

I HEREBY acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to the Appraiser's/Review Appraiser's proposal, plans and/or specifications, or other applicable documents and have considered the addendum(s) in the calculation of my bid.

ADDENDUM NUMBERS: 1 ____ 2 ____ 3 ____ 4 ____ 5 ____ . I further acknowledge that failure to confirm receipt of the addendum(s) will cause my proposal to be rejected.

Section J: IF AN INDIVIDUAL, SIGN BELOW:

_____ (Name)	_____ (Street and Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

_____ (Trade Name)	_____ (Street and Post Office Address)
Sole Owner by _____	

IF A PARTNERSHIP, SIGN BELOW:

_____ (Name of Partnership)	_____ (Street and Post Office Address)
_____ (Authorized Partner)	_____ (Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

_____ (Name of Corporation)	_____ (Name of Corporation)
Incorporated under the laws of the State of _____	Incorporated under the laws of the State of _____
by _____	by _____
_____ (Title of Officer)	_____ (Title of Officer)
_____ (Street and Post Office Address)	_____ (Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

_____ (Name of Corporation)	
Incorporated under the laws of the State of _____	
by _____	
_____ (Street and Post Office Address)	_____ (Title of Officer Signing)

ACKNOWLEDGEMENT, MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this _____ day of _____, 20____ .

My Commission Expires _____

Notary Seal if not Executed in West Virginia

Notary Public

APPRAISAL REVIEW SERVICES

Notice is hereby given by the West Virginia Department of Transportation, Division of Highways that Right of Way Appraisal Review services related to transportation projects will be used for statewide projects. Future projects will be advertised and awarded on a low-bid basis.

All individuals interested in providing appraisal review service contracts for statewide projects must be pre-qualified and approved by the WVDOT, DOH, Right of Way Division in order to submit bids on upcoming projects.

Individuals desiring to be included on the pre-qualified list for real estate APPRAISAL REVIEW SERVICES, in addition to meeting the qualifications for appraisal services, must meet additional criteria.

“Federal Agencies have long held the perspective that appraisal review is a unique skill that, while it certainly builds on appraisal skills, requires more. The review appraiser should possess both appraisal technical abilities and the ability to be the two-way bridge between the Agency’s real property valuation needs and the appraiser.” (49 CFR 24.104)

- All reports and documents must be submitted on the currently approved WVDOT Statement of Appraisal Review form and Statement of Just Compensation form, and completed in compliance with the State Rule, and any and all applicable laws, rules, regulations and requirements, including but not limited to the WVDOT “Information for Appraisers” and “Right of Way Manual”.
- All appraisal review reports and related correspondence will be transmitted electronically via an FTP site or email.
- All bidders must have a minimum of five (5) years of full time or equivalent part time experience in real estate appraisal review and a license or certification in good standing with the West Virginia Real Estate Appraiser Licensing and Certification Board allowing for the appraisal of real estate being acquired under the threat of Eminent Domain, and a minimum of five (5) years of full time or equivalent part time experience providing technical reviews of appraisals for Federal-Aid Highway projects is REQUIRED.
- Competent, as defined by the competency rule, Standards and Provisions of the “Uniform Standards of Professional Appraisal Practice” (USPAP), and the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (Uniform Act) P.L. 91-646, 49 CFR Part 24
- Proficient in reading, interpreting and explaining highway Right of Way plans and construction plans
- Familiar with, and competent to provide, appraisal reviews and reports on properties subject to partial takings including the ability to adequately address damages to any residue properties
- Proficient and competent in employing, when necessary, appraisal supplemental standards and jurisdictional exception as defined in USPAP. Additional proficiency and competency in completing and reviewing appraisals with retrospective values and under hypothetical conditions and extraordinary assumptions is required
- Able to qualify as an expert witness in condemnation proceedings and shall provide such testimony at all types of condemnation proceedings upon request and/or subpoena

- All bids will be one fixed amount, in total, for all appraisal review activities as advertised. Uniform hourly rates for revising report reviews as requested by the Department and for litigation related activities will be established by the Department and will be included in the contract with the successful bidder. These hourly rates will be all-inclusive of expenses incurred by the review appraiser. No compensation will be paid for time incurred by the review appraiser in correcting errors/omissions within appraisal report reviews. Excepting prior written consent of the Department, completion of the contracted services must be submitted by the contracted due date. No partial payments will be made and no invoices will be processed until all contracted and submitted acceptable appraisal review reports have been approved by the Department.
- Successful bidder may be subject to a written assessment regarding performance which will be prepared by WVDOH Appraisal Section personnel. Consistent low ratings will influence the ability to participate in future bids.
- Prior successful completion of training in appraisal review for Federal-Aid Highway programs; appraisal review of partial acquisitions; condemnation appraising (principles and applications); and prior experience in providing expert witness testimony is REQUIRED

Additional requirements for inclusion on the pre-qualified list to provide appraisal review services will include the following:

- Required to meet with WVDOH Appraisal Section review personnel prior to beginning review activities to determine scope of work per parcel and issues related to just compensation and appraisal methodology
- Knowledge and ability to determine and approve just compensation which may be different than fair market value
- Able to generate carve out values and retention values as needed for relocation purposes
- Accurately address the potential of recommending an uneconomic remnant option(s) on applicable properties
- Ability to assess and apply excess cost to cure where applicable
- Able to reconcile multiple appraisal reports with differing values
- Will be responsible for making a "determination of value" in appropriate situations and/or when necessary
- Reviewer shall coordinate project appraisal review activities with WVDOH Appraisal Section personnel
- Shall be responsible for providing WVDOH with a written assessment of project fee appraiser(s) performance on each project
- Shall be responsible for considering any information supplied by the property owner, including appraisal reports and providing an appropriate written response and revised review statement, if necessary
- Must supply photographs of all project properties as an attachment to the review statement
- Prior employment by a State Department of Transportation is not required in order to apply for inclusion on the West Virginia Department of Transportation's Pre-qualified Appraiser List or Pre-Qualified Review Appraiser List, or to submit proposals to perform appraisal or appraisal review services as may be requested by the WVDOT.

INDIVIDUAL SERVICES CONTRACT - TIME REPORT
West Virginia Department of Transportation
Division of Highways - Right of Way Division
Contractor: _____

State Proj. No. _____ Federal Proj.No. _____
Contract No. _____ County _____
Period Covered: _____

Owner(s)	Parcel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		Total Hrs.

Owner(s)	Parcel	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hrs.

Total hours for month
The above time report is true and accurate: _____
Signature of Contractor Date:

NOTICE FOR RIGHT OF WAY INDIVIDUAL SERVICE CONTRACTS

Notice is hereby given by the West Virginia Department of Transportation, Division of Highways, that individual service contracts related to transportation projects will be used for negotiations, relocation, replacement housing appraisals, and right of way questionnaires for statewide projects for the fiscal year July 1, xxxx through June 30, xxxx.

Individuals interested in being considered for this work must submit a letter of interest to _____, Director, Right of Way Division, West Virginia Department of Transportation, Division of Highways, Building 5, Room 820, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305-0430, prior to 4:00 p. m., March 30, xxxx.

As a minimum, the proposal will include the following:

1. Individuals must provide a detailed set of qualifications including: education, experience and client list with name, address and phone number of contact persons.
2. Indicate the areas of the State in which you are willing to work.
3. Overall capabilities to handle this work, including present workload.

It is the policy of the West Virginia Department of Transportation, Division of Highways, that Disadvantaged, and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

REQUEST FOR RATE QUOTATIONS**From****Individual Services Contractors****For****NEGOTIATIONS****Effective XX-XX-XXXX through XX-XX-XXXX**

Please provide your hourly rate quotation for the following type of assignment. Your hourly rate must include all costs, including expenses and overhead. If your office is not within the borders of West Virginia, you may only charge time from the point where you enter and leave West Virginia.

I propose to provide Negotiations for Acquisition Services for the West Virginia Division of Highways, Right of Way Division, at the following rate: \$ per hour.

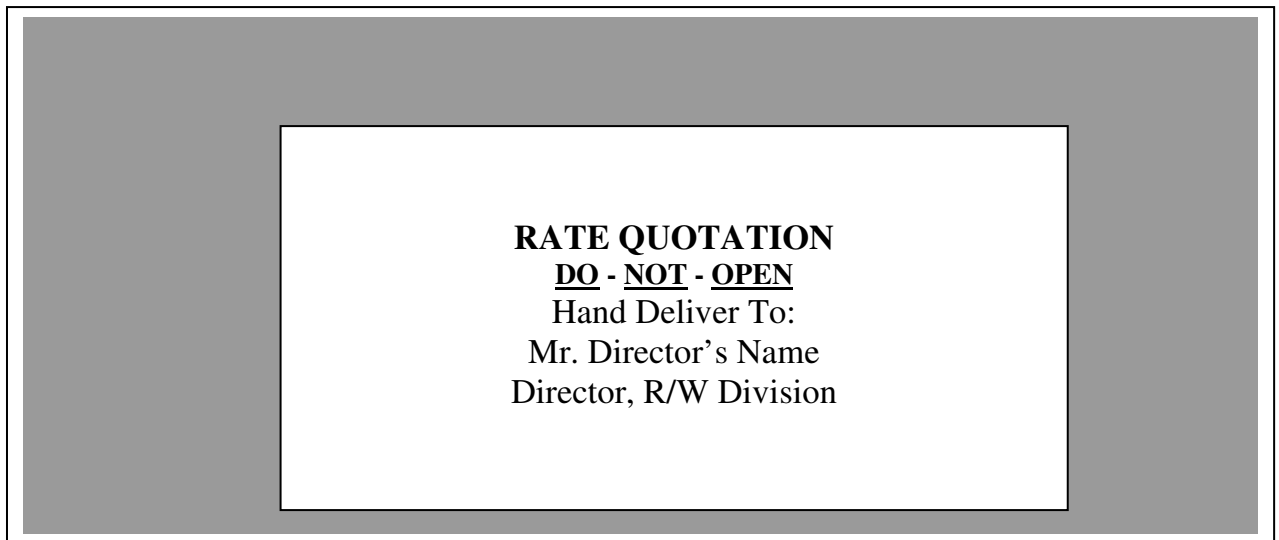
Signature

Date

Type or Print Name of Person Making Quotation

ENVELOPE LABELS FOR RATE QUOTATIONS

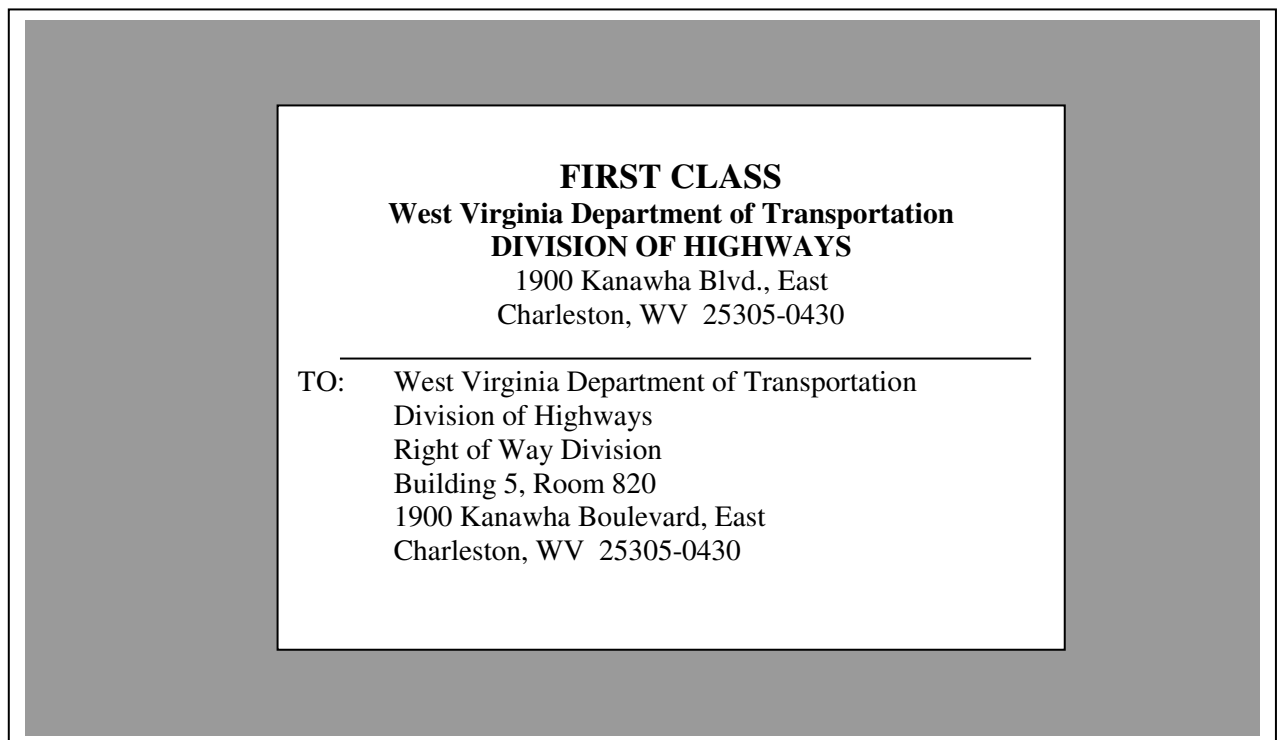
Place the Label Below on a Standard 4" by 9½" White Business Envelope



RATE QUOTATION
DO - NOT - OPEN
Hand Deliver To:
Mr. Director's Name
Director, R/W Division

Avery 2" X 4" #5163

Place the Self-Addressed Label Below on a 5" by 11" Manila Envelope



FIRST CLASS
West Virginia Department of Transportation
DIVISION OF HIGHWAYS
1900 Kanawha Blvd., East
Charleston, WV 25305-0430

TO: West Virginia Department of Transportation
Division of Highways
Right of Way Division
Building 5, Room 820
1900 Kanawha Boulevard, East
Charleston, WV 25305-0430

Avery 3 ½" X 4" #5164

Send both envelopes with your letter to Individual Services Contractors when requesting Hourly Rate quotations

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**INDIVIDUAL SERVICES CONTRACT
FOR NEGOTIATIONS**

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ residing at _____ in the City of _____ State of _____ (hereinafter referred to as the "Contractor"). Services to be rendered under this contract will be performed, in part, by the following individuals whose qualifications are approved and of record with the WVDOH and are employees or associates of the Contractor in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Contractor shall furnish to the WVDOH a completed file containing all documentation necessary to acquire property by negotiations or by condemnation on all parcels listed below, in _____ County, on State Project _____ and Federal Project _____.

Parcel No.

NOTE: The maximum total payment under this contract may not exceed \$150,000.00 as referenced in 2 CFR 200.88, as amended by 41 U.S.C 1908. References: 2 CFR 200.320 "Methods of procurement to be followed", and 2 CFR 200.320(c) "Procurement by Sealed Bid procedures", Revised 01-01-2018.

2. Payment for services rendered:

(a) For and in consideration of the Services herein contemplated, the Contractor shall be paid at the rate of \$ _____ per hour which shall include any and all costs or expenses incurred by the Contractor in rendering such Services.

(b) Statements by the Contractor for payment for the aforesaid Negotiation Services shall be itemized on "Invoice" (Form RW 5.32) accompanied by a "Time Report" (Form RW-TIME) for the time covered in the Invoice and submitted for payment.

(c) WVDOH recognizes that the time required to negotiate varies widely depending on a variety of circumstances. Experience has shown that the typical range of time required is from three (3) to fifteen (15) hours per parcel. In the event it becomes apparent to the Contractor that a substantially greater amount of time will be required, Contractor shall stop work and advise the Section Manager giving an estimate of the additional time required and request authority to proceed. The Contractor shall stop work on the parcel(s) in question, until officially given authority to proceed.

3. The Contractor shall begin work upon notification and shall fully complete the negotiation process required and furnish to the WVDOH a file containing all required, properly completed documents no later than 4:00 p.m. on _____ Calendar days after receipt of a file to be negotiated.

Upon written application by the Contractor, in the event of extenuating circumstance, WVDOH may, at its discretion, expressly grant in writing an extension of time to the Contractor. All documents and forms are the property of the WVDOH and must be returned when the deed or option is acknowledged and delivered.

4. Except as modified herein or otherwise instructed, all Services shall be completed in compliance with the WVDOH *Right of Way Manual*, as from time to time may be revised, other written guidelines as may be provided by WVDOH to Contractor from time to time, and shall at all times be performed in accordance with all applicable laws, regulations, orders, permits and ordinances, including without limitation, the provisions of 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

5. Termination of Contract:

(a) The WVDOH shall have the right to terminate this Contract for any or no reason. Such termination notice shall be given by the WVDOH to the Contractor in writing by Certified Mail, Return Receipt Requested to the last known address of the Contractor at least thirty (30) calendar days proper to the date of termination. In such event, the WVDOH will be liable to the Contractor for only those Services which have been rendered prior to the date of notification of termination and which were performed by Contractor in accordance with the terms and conditions of this Agreement.

(b) In the event of the termination by WVDOH of any or all of the work provided for under this Contract, the Contractor shall be paid for the particular parcels terminated in proportion to the Work and Services actually completed by Contractor in accordance with the terms and conditions of this Agreement on such parcel or parcels involved, as of the date of termination.

(c) Upon termination or completion of this Contract, or any part thereof any and all work actually performed by the Contractor shall become property of the WVDOH.

6. This Contract may be supplemented in writing in the event the scope and character of work provided for herein is materially changed due to substantially revised plans or additional work as may be required by the WVDOH. In such event, a Supplemental Contract covering only such revisions or changes as agreed upon by the Contractor and the WVDOH shall provide for equitable adjustments regarding the time of performance.
7. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this Agreement. Contractor represents and warrants to Company that its employees performing work hereunder will have sufficient expertise, training and experience to accomplish the work.
8. Any dispute concerning this Agreement including the work hereunder which is not otherwise disposed of by this Agreement, shall be decided by the WVDOH, subject only to an appropriate appeal to the West Virginia Legislative Claims Commission pursuant to the provisions of Chapter 14, Article 2 of the Code of West Virginia.
9. The Contractor assumes all risk of damage to its property and the property of others and injury or death to all persons and agrees to indemnify and save harmless the WVDOH, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms or corporations furnishing work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor, Subcontractors or their respective agents and employees in the performance of this Contract.
10. The Contractor and its Subcontractors shall maintain records of material cost, direct salary, payroll additives, and other direct and indirect costs, and net fee used to support cost of the work and shall maintain all accounts, papers, maps, photographs, other documentary material, and any evidence pertaining to cost incurred, and shall make such materials available at its offices at all reasonable times during the contract period and for three (3) years after Federal Highway Administration final payment for the project, for inspection by the WVDOH, Federal Highway Administration, or any authorized representatives of the State or Federal Government, and copies thereof shall be furnished if requested. "Final Payment" refers to the date of final payment (reimbursement) of Federal Funds to the State with respect to the particular project. If a claim, investigation, or litigation is pending after what was assumed to be the final payment, the retention period will not begin until final settlement of the claim, investigations, or litigation.
11. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and are not officers, employees or agents of the WVDOH.
12. This Contract may not be assigned, transferred or subcontracted, either in whole or in part, without the express written approval of the WVDOH.
13. Retainage: WVDOH may retain 2% of each invoiced amount as retainage until completion of all work to the satisfaction of the WVDOH.
14. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement not expressly incorporated in writing herein, shall be binding on any of the parties hereto.
15. The Contractor will maintain all information and reports required by applicable law and shall permit access to said information and reports, books, records, accounts, other sources of information, and its facilities as may be determined by the WVDOH or the Federal Highway Administration to be pertinent for audit and to ascertain compliance with this Agreement and applicable law. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the WVDOH or the Federal Highway Administration as appropriate and shall set forth what efforts Contractor has made to obtain the information.
16. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

17. This Agreement shall be governed by and constructed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
18. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that Contractor will immediately make payment and refund to the WVDOH for any and all overpayments made by said WVDOH to the Contractor under this Contract. WVDOH is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Contractor on any agreement or from any other source for the recovery of any overpayment made in connection with this Contract.
19. It is agreed by and between the parties hereto that in the performance of the terms, conditions and provisions of this Contract by the Contractor that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Signature of Contractor

Recommended: Section Manager

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

CONTRACT No.: _____

CONTRACT Date: _____

INVOICE FOR NEGOTIATIONS SERVICES RENDERED BY

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430

State Project No.:		Federal Project No.:	County:
Parcel No.	Hours X Rate = Amount Due	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for PaymentPage 1 of 1

REQUEST FOR RATE QUOTATIONS
From
Individual Services Contractors
For
RELOCATION SERVICES

Effective XX-XX-XXXX through XX-XX-XXXX

PART A – Replacement Housing Supplement Calculations

Please provide your hourly rate quotation for the following type of assignment. Your hourly rate must include all costs, including expenses and overhead. If your office is not within the borders of West Virginia, you may only charge time from the point where you enter and leave West Virginia.

I propose to provide Replacement Housing Services for the West Virginia Division of Highways, Right of Way Division, at the following rate: \$ per hour.

PART B – Moving Cost Services

Please provide your hourly rate quotation for the following type of assignment. Your hourly rate must include all costs, including expenses and overhead. If your office is not within the borders of West Virginia, you may only charge time from the point where you enter and leave West Virginia.

I propose to provide Moving Cost Services for the West Virginia Division of Highways, Right of Way Division, at the following rate: \$ per hour.

Signature

Date

Type or Print Name of Person Making Quotation

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**INDIVIDUAL SERVICES CONTRACT
FOR REPLACEMENT HOUSING, PROPERTY MANAGEMENT
AND/OR MOVING COST SERVICES**

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Charleston, West Virginia (hereinafter referred to as "WVDOH") and _____ residing at _____ in the City of _____ State of _____ (hereinafter referred to as the "Contractor"). Services to be rendered under this contract will be performed, in part, by the following individuals whose qualifications are approved and of record with the WVDOH and are employees or associates of the Contractor in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The Contractor shall furnish to the WVDOH a "Replacement Housing Determination" using Forms RW 12.01, 12.01A, 12.03, 12.11, 12.11A, 12.11B, 12.11D, 12.11E, and 12.13 containing a supported and documented estimate of Replacement Housing Supplement on all parcels listed below, in _____ County, on State Project _____ and Federal Project _____ and as required by WVDOH, the Contractor shall appear in Court or Appeal Hearings as an expert witness on behalf of the WVDOH to testify with respect to the Contractor's opinion on each parcel. The various Property Management assignments will be on a parcel by parcel basis.

Parcel No.

NOTE: The maximum total payment under this contract may not exceed \$150,000.00 as referenced in 2 CFR 200.88, as amended by 41 U.S.C 1908. References: 2 CFR 200.320 "Methods of procurement to be followed", and 2 CFR 200.320(c) "Procurement by Sealed Bid procedures", Revised 01-01-2018.

2. Payment for services rendered:

(a) For and in consideration of the Services herein contemplated, the Contractor shall be paid at the rate of \$ _____ per hour which shall include any and all costs or expenses incurred by the Contractor in rendering such Services.

(b) For appearances in court or appeal hearing, or for preparation and appearances at conferences prior to trial or for the purpose of the giving of depositions on behalf of the WVDOH, the Contractor shall be paid at the rate of \$ _____ per hour which shall include any and all costs or expenses incurred by the Contractor in rendering such Services.

(c) Statements by the Contractor for payment for the aforesaid Negotiation Services shall be itemized on "Invoice" (Form RW 12.22) accompanied by a "Time Report" (Form RW-TIME) for the time covered in the Invoice and submitted for payment.

(d) WVDOH recognizes that the time required to perform Replacement Housing Supplement Determinations varies widely depending on a variety of circumstances. Experience has shown that the typical range of time required is from ten (10) to twenty (20) hours per parcel. In the event it becomes apparent to the Contractor that a substantially greater amount of time will be required, Contractor shall stop work and advise the Section Manager giving an estimate of the additional time required and request authority to proceed. The Contractor shall stop work on the parcel(s) in question, until officially given authority to proceed.

3. The Contractor shall fully complete the Replacement Housing Determination process required and furnish to the WVDOH all files containing all required, properly completed documents no later than 4:00 p.m. on _____ calendar days after receipt for request from WVDOH.

Upon written application by the Contractor, in the event of extenuating circumstance, WVDOH may, at its discretion, expressly grant in writing an extension of time to the Contractor. All documents and forms are the property of the WVDOH and must be returned when the Replacement Housing Determination is completed.

4. Except as modified herein or otherwise instructed, all Services shall be completed in compliance with the WVDOH *Right of Way Manual*, as from time to time may be revised, other written guidelines as may be provided by WVDOH to Contractor from time to time, and shall at all times be performed in accordance with all applicable laws, regulations, orders, permits and ordinances, including without limitation, the provisions of 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

5. Termination of Contract:

(a) The WVDOH shall have the right to terminate this Contract for any or no reason. Such termination notice shall be given by the WVDOH to the Contractor in writing by Certified Mail, Return Receipt Requested to the last known address of the Contractor at least thirty (30) calendar days proper to the date of termination. In such event, the WVDOH will be liable to the Contractor for only those Services which have been rendered prior to the date of notification of termination and which were performed by Contractor in accordance with the terms and conditions of this Agreement.

(b) In the event of the termination by WVDOH of any or all of the work provided for under this Contract, the Contractor shall be paid for the particular parcels terminated in proportion to the Work and Services actually completed by Contractor in accordance with the terms and conditions of this Agreement on such parcel or parcels involved, as of the date of termination.

(c) Upon termination or completion of this Contract, or any part thereof any and all work actually performed by the Contractor shall become property of the WVDOH.

6. This Contract may be supplemented in writing in the event the scope and character of work provided for herein is materially changed due to substantially revised plans or additional work as may be required by the WVDOH. In such event, a Supplemental Contract covering only such revisions or changes as agreed upon by the Contractor and the WVDOH shall provide for equitable adjustments regarding the time of performance.
7. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this Agreement. Contractor represents and warrants to Company that its employees performing work hereunder will have sufficient expertise, training and experience to accomplish the work.
8. Any dispute concerning this Agreement including the work hereunder which is not otherwise disposed of by this Agreement, shall be decided by the WVDOH, subject only to an appropriate appeal to the West Virginia Legislative Claims Commission pursuant to the provisions of Chapter 14, Article 2 of the Code of West Virginia.
9. The Contractor assumes all risk of damage to its property and the property of others and injury or death to all persons and agrees to indemnify and save harmless the WVDOH, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms or corporations furnishing work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor, Subcontractors or their respective agents and employees in the performance of this Contract.
10. The Contractor and its Subcontractors shall maintain records of material cost, direct salary, payroll additives, and other direct and indirect costs, and net fee used to support cost of the work and shall maintain all accounts, papers, maps, photographs, other documentary material, and any evidence pertaining to cost incurred, and shall make such materials available at its offices at all reasonable times during the contract period and for three (3) years after Federal Highway Administration final payment for the project, for inspection by the WVDOH, Federal Highway Administration, or any authorized representatives of the State or Federal Government, and copies thereof shall be furnished if requested. "Final Payment" refers to the date of final payment (reimbursement) of Federal Funds to the State with respect to the particular project. If a claim, investigation, or litigation is pending after what was assumed to be the final payment, the retention period will not begin until final settlement of the claim, investigations, or litigation.
11. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and are not officers, employees or agents of the WVDOH.
12. This Contract may not be assigned, transferred or subcontracted, either in whole or in part, without the express written approval of the WVDOH.
13. Retainage: WVDOH may retain 2% of each invoiced amount as retainage until completion of all work to the satisfaction of the WVDOH.
14. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement not expressly incorporated in writing herein, shall be binding on any of the parties hereto.
15. The Contractor will maintain all information and reports required by applicable law and shall permit access to said information and reports, books, records, accounts, other sources of information, and its facilities as may be determined by the WVDOH or the Federal Highway Administration to be pertinent for audit and to ascertain compliance with this Agreement and applicable law. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the WVDOH or the Federal Highway Administration as appropriate and shall set forth what efforts Contractor has made to obtain the information.
16. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Contract No. _____

17. This Agreement shall be governed by and constructed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
18. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that Contractor will immediately make payment and refund to the WVDOH for any and all overpayments made by said WVDOH to the Contractor under this Contract. WVDOH is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Contractor on any agreement or from any other source for the recovery of any overpayment made in connection with this Contract.
19. It is agreed by and between the parties hereto that in the performance of the terms, conditions and provisions of this Contract by the Contractor that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

Signature of Contractor

Recommended: Section Manager

Approved: (Use Current Name)
Deputy Secretary Department of Transportation
Deputy Commissioner Division of Highways

CONTRACT No.: _____

CONTRACT Date: _____

**INVOICE FOR RELOCATION, MOVING COST, OR PROPERTY MANAGEMENT SERVICES
RENDERED BY**

Name:		
Address:		
City:	State:	Zip:
Phone No.:		

**CLIENT: West Virginia Department of Transportation
Division of Highways
Right of Way Division
1900 Kanawha Boulevard E.
Building 5, Room 820
Charleston, WV 25305-0430**

State Project No.:		Federal Project No.:	County:
Parcel No.	Hours X Rate = Amount Due	Remarks/Penalty Reduction	

Total Invoice: _____

Total Amount Due: _____

Signature of Contractor

Date Submitted: _____

License/Certificate No. _____

Approved By: _____

Date Approved: _____

Submit One Signed Original for Payment

Page 1 of 1

REQUEST FOR RATE QUOTATIONS
From
Individual Services Contractors

For

APPRAISAL / APPRAISAL REVIEW SERVICES

Effective XX-XX-XXXX through XX-XX-XXXX

PART A:

Please provide your hourly rate quotation for the following type of assignment. Your hourly rate must include all costs, including expenses and overhead. If your office is not within the borders of West Virginia, you may only charge time from the point where you enter and leave West Virginia.

I propose to provide Technical Appraisal/Appraisal Review Services for the West Virginia Division of Highways, Right of Way division, at the following rate: \$ per hour.

PART B:

Please provide your hourly rate quotation for the following type of assignment. Your hourly rate must include all costs, including expenses and overhead.

I propose to provide Appraisal/Appraisal Review Services for the West Virginia Division of Highways, Right of Way division, at the following rate: \$ per hour.

Signature

Date

Type or Print Name of Person Making Quotation

CHAPTER 8

PROPERTY MANAGEMENT SECTION

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Form RW 8.05	Building Record.....	8-1
Form RW 8.10	Specifications.....	8-2
Form RW 8.10A	Release	8-3
Form RW 8.26	Rodent Control Report & Inventory	8-4
Example	For Sale at Public Auction.....	8-5
Form RW 8.12	Bill of Sale	8-6
Form RW 8.07	Minutes of Sale of Public Auction.....	8-7
Form RW 8.04	Receipt by Agent (Sale of Improvement)	8-8
Form RW 8.11A	Receipt of Bond (Public Auction).....	8-9
Form RW 8.11B	Receipt of Bond (Retention)	8-10
Form RW 8.16A	Return of Bond (Public Auction).....	8-11
Form RW 8.16B	Return of Bond (Retention).....	8-12
Form RW 8.02	Right of Way Real Estate Inventory	8-13
Form RW 8.04A	Receipt by Agent (Sale of Excess Property).....	8-14
Form RW 8.19	Highway Contract Demolition List.....	8-15
Form RW 8.24	Lease Receivable Invoice	8-16
WV-15	Request for Temporary Space.....	8-17
Form RW 8.23	Lease Invoice	8-18
Example	Circulation Request	8-19

Example	Disposition of Excess Right of Way – PM Appraisal Form.....	8-20
Form RW Checklist-PM	Property Management Checklist	8-21
Example	Right of First Refusal Letter	8-22
RMI-20	Request for Property Insurance (BRIM)	8-23
Example	Disposition of DOH Properties Brochure.....	8-24
Example	Municipal Annexation Approval Letter	8-25

WEST VIRGINIA DIVISION OF HIGHWAYS
BUILDING RECORD

FEDERAL PROJECT NO.: _____ PARCEL: _____

STATE PROJECT NO.: _____ COUNTY: _____

OWNER: _____

ADDRESS: _____

LATITUDE (Decimal Degrees): _____ LONGITUDE (Decimal Degrees): _____

IMPROVEMENTS _____ DEMO NO.: _____

ASBESTOS INSPECTION REQ.: _____ DATE REC.: _____

RETENTION: _____ RETENTION VALUE: \$ _____

BOND: \$ _____ BOND REC.: _____ BOND RET.: _____

R/W CLEAR _____

PUBLIC AUCTION: _____ MINIMUM BID: \$ _____

BILL OF SALE: _____ SALE PRICE: \$ _____

BOND: \$ _____ BOND REC.: _____ BOND RET.: _____

R/W CLEAR _____

PURCHASER: _____

ADDRESS: _____

CITY: _____ STATE: _____ TELEPHONE: _____

REMARKS _____

S P E C I F I C A T I O N SFOR REMOVAL OF BUILDINGS, STRUCTURES,
EQUIPMENT, ORNAMENTAL TREES, SHRUBS, AND PLANTS

1. These specifications apply to all work performed in connection with the removal or demolition of the improvements by a seller who retains said improvements, his employees, agents, or contractors.
2. A. It is hereby made a provision of this contract that no prohibitive discriminatory employment practices shall be engaged in by contractors and subcontractors with the West Virginia Department of Transportation, Division of Highways based on race, creed, color, religion, sex, disability, or national origin; and further that all Division of Highways' contractors and subcontractors shall be given written notice of their commitments under this clause to any labor union with which they have a collective bargaining or other agreements.
- B. During the performance of this contract, the Seller for himself, assignees and successors in interest (hereinafter referred to as the "Seller") agrees as follows:
 - (1) Compliance with Regulations: The Seller will comply with the Regulations of the Division of Highways relative to non-discrimination in federally-assisted programs of the Division of Highways (Title 43, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (2) Non-discrimination: The Seller with regard to the work performed and prior to completion of the contract work will not discriminate on the ground of race, color, or national origin in the selection and retention of contractors and subcontractors, including procurement of materials and leases of equipment. The Seller will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Contracts and Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Seller for work to be performed under a contract or subcontract, including procurement of materials or equipment, each potential contractor, subcontractor or supplier shall be notified by the Seller of his obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color, or national origin.
 - (4) Information and Reports: The Seller will provide all information and reports required by the Regulations or orders and instruction issued by the pursuant thereto, and will permit access to Seller's books, records, other sources of information, and other facilities of his as may be determined by the Division of Highways or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instruction. Where any information required, or a Seller is in exclusive possession of another who fails or refuses to furnish this information, the Seller shall so certify to the Division of Highways or the Federal Highway Administration, as appropriate, and shall set forth what efforts Seller has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the Seller's noncompliance with the nondiscrimination provisions of this contract, the Division of Highways shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding payments to the Seller under the contract until the Seller complies (or forfeits bond hereinafter provided for); or

- (b) cancellation, termination, or suspension of the option or bill of sale, in whole or in part.
- (6) Incorporation of Provisions: The Seller will include the provisions of paragraphs 1 through 6 in every contract or subcontract, unless exempt by the Regulations, orders, or instructions issued pursuant with respect to any contract or subcontract or procurement as the Division of Highways or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Seller becomes involved in, or is threatened with litigation with a contractor, subcontractor, or supplier as a result of such direction, the Seller may request the State to enter into such litigation to protect the interests of the Division, and in addition, the Seller may request the United States to enter into such litigation to protect the interests of the United States.
3. The Seller hereby agrees, covenants and binds himself to remove the improvements from the right of way and not to locate same on any other current road project.
 4. The Seller must remove all combustible materials from the right of way and leave the area in a neat condition.
 5. The Seller must slope basement walls to prevent a danger to the community.
 6. Basement floors must be cracked or broken in such a manner as to let water drain through to prevent a danger to the community.
 7. No chimneys or other walls above ground shall be left standing but shall be knocked down to ground level.
 8. The Seller is responsible for obtaining all necessary permits and conforming to the necessary State and local regulations; such as State permits to move the buildings on the public highways, local zoning and ordinance regulations and any other rule or regulation that may be applicable.
 9. The building and all other improvements on the parcel are to be removed under the option unless otherwise indicated.
 10. The Seller agrees to post cash security in the amount of \$_____, which shall be forfeited as liquidated damages should Seller breach any of these specifications or fail to remove the improvements within the time specified in the option.
 11. It is further agreed between the parties hereto that the West Virginia Department of Transportation, Division of Highways shall not be held liable for any accident involving property damage or injury to any persons resulting from the removal of the hereinbefore described improvements.

Signature

Date

RELEASE
(RETENTION)

PROJECT:_____

PARCEL:_____

COUNTY:_____

DATE:_____

This Release, Made by _____

_____,

given this _____ day of _____, _____, hereby releases the West Virginia Department of Transportation, Division of Highways, from any and all responsibility and liability resulting from any asbestos or other hazardous waste and/or contamination resulting from the retention and removal of that certain improvement on the above referenced project and parcel.

Owner further agrees to hold the West Virginia Department of Transportation, Division of Highways harmless from any and all liability resulting from the removal and disposal of said improvement. Owner agrees to comply with all applicable laws, rules and regulations enacted or issued by the United States of America and the State of West Virginia and any department or agency thereof.

STATE OF WEST VIRGINIA

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

Given under my hand this _____ day of _____, _____.

My Commission expires _____, _____.

Notary Public

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

RODENT CONTROL REPORT AND INVENTORY
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL _____

COUNTY _____

DATE OF POSSESSION _____

STRUCTURE INTACT: YES _____ NO _____

DATE OF INSPECTIONRODENT INFESTATION

YES _____	NO _____
YES _____	NO _____
YES _____	NO _____
YES _____	NO _____
YES _____	NO _____

DATEBAIT REPLACEMENTPLACE

REMARKS : _____

SIGNATURE _____

TITLE _____

**FOR SALE AT PUBLIC AUCTION
BY THE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

The West Virginia Department of Transportation, Division of Highways will offer for sale by public auction, beginning at _____ (Time) _____ (Date), at the location and parcel first listed below, and continuing and moving from parcel to parcel in the order listed herein, the following buildings or structures and appurtenance thereunto, belonging on Project No _____, _____ County, West Virginia.

<u>DESCRIPTION</u>	<u>ADDRESS</u>	<u>FORMER OWNER</u>	<u>PARCEL NO.</u>	<u>MINIMUM BID</u>

TERMS OF SALE: Full bid amount must be paid in the form of a certified or cashier's check or money order made payable to the West Virginia Department of Transportation, Division of Highways, no later than the next banking day after the public auction.

Removal or demolition must be in strict accordance with the West Virginia Department of Transportation, Division of Highways' Specifications and proposed Bill of Sale. Copies of Specifications and Bill of Sale will be available at the site prior to the time of sale. Purchaser will be required to sign an Asbestos Containing Materials (ACM) release of liability at time of sale.

The West Virginia Department of Transportation, Division of Highways reserves the right to reject any and all bids. Full bid money will be returned on any bid not accepted within 15 days. All improvements must be removed from the project and work completed in the project area within 30 days from the date of delivery of the Bill of Sale.

A performance bond in the amount to be announced at the time of sale will be required of the highest bidder on each parcel.

The West Virginia Department of Transportation, Division of Highways, in accordance with the provisions of Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21) issued pursuant to the Civil Rights Acts of 1964, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to the advertisement will be awarded to the highest responsible bidder without discrimination on the grounds of race, religion, color, national origin, sex, or disability.

The West Virginia Department of Transportation, Division of Highways further notifies all bidders that any instrument executed by the Department pursuant to this advertisement will contain provisions in compliance with the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21) issued pursuant to such act.

Any improvement not sold on the aforesaid date will be re-offered on each succeeding _____ thereafter, until sold or otherwise removed from said project.

An employee of the West Virginia Department of Transportation, Division of Highways, or a member of the immediate family of an employee, or anyone acting directly or indirectly for an employee of the West Virginia Department of Transportation, Division of Highways, may not participate in this sale.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PROJECT _____
PARCEL _____
COUNTY _____

BILL OF SALE

THIS BILL OF SALE, made this _____ day of _____, 20_____, by and between _____, party of the first part, and the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, party of the second part.

WHEREAS, the party of the second part has acquired from _____, land for highway purposes on which the following described improvement(s) are located:

and all appurtenances thereunto belonging, including but not limited to shrubbery.

WHEREAS, the party of the second part has caused the above-described improvements to be advertised and offered for sale at public auction as required by law, and

WHEREAS, the party of the first part bid the sum of _____ Dollars (\$_____), which was the highest bid received at said auction held _____ . (Date/Location)

NOW, THEREFORE, THIS AGREEMENT AND SALE WITNESSETH: That for and in consideration of _____ Dollars (\$_____), the receipt of which is hereby acknowledged, the West Virginia Department of Transportation, Division of Highways does hereby grant, bargain, and sell the said improvement(s) unto the party of the first part.

It is expressly agreed between the parties hereto that for the consideration mentioned above, the party of the first part does hereby covenant and agree to move or cause to be removed the above-described improvement(s) and all improvement(s) within _____ days from the date of delivery of this **BILL OF SALE**. Such removal shall be at his own risk and expense in accordance with the specifications of the party of the second part, which are hereby referred to and made a part of this **BILL OF SALE**. Should the party of the first part breach any of said specifications or fail to remove said improvement(s) within the specified time, the title thereto shall revert to the West Virginia Department of Transportation, Division of Highways, and the sum paid as well as the performance bond submitted under this agreement by the party of the first part, shall be forfeited as liquidated damages.

It is further agreed between the parties hereto that the West Virginia Department of Transportation, Division of Highways shall not be held liable for any accident involving property damage or injury to any persons resulting from the removal of the hereinbefore described improvements.

Party of the first part further affirms that he is not an employee of the West Virginia Department of Transportation, Division of Highways, or a member of the immediate family of an employee, and that he is not acting directly or indirectly for any employee of the West Virginia Department of Transportation, Division of Highways, in this sale.

IN WITNESS WHEREOF, party of the first part has for himself, signed his name to this agreement, and the West Virginia Department of Transportation, Division of Highways, has caused its name to be signed by its Director of the Right of Way Division.

_____ Purchaser	_____ Date	_____ Witness
_____ Director, Right of Way Division	_____ Date	

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

MINUTES OF SALE OF PUBLIC AUCTION
PROPERTY MANAGEMENT

DISTRICT _____

COUNTY _____

PROJECT / AUTH. _____

DATE OF SALE _____

RETENTION VALUE ESTIMATE _____

MINIMUM BID _____

FORMER OWNER _____

ADDRESS _____

NUMBER OF BIDDERS AND/OR SPECTATORS PRESENT _____

DOCUMENTATION READ _____

QUESTIONS _____

ANSWERS _____

BIDDING OPENED (Time) _____

BIDDING CLOSED (Time) _____

SOLD: YES _____ NO _____

RE-OFFER _____

PURCHASER'S NAME _____

ADDRESS _____

TELEPHONE NO. _____

AMOUNT OF BID _____

AMOUNT OF BOND _____

CLERK

	NAME OF BIDDER	AMOUNT OF BID	ADDRESS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RECEIPT BY AGENT
SALE OF IMPROVEMENTS
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL NO. _____

COUNTY _____

As a result of the Public Auction held on the _____ day of _____, 20_____, of the buildings and structures located on the above parcel, the highest bidder at such auction was

whose _____ address _____ is

_____ ,

_____ , and

whose high bid was in the amount of

_____ Dollars, (\$ _____), paid in full as

evidenced by

_____ No.
(cashier's check, certified check or money order)

dated _____, made payable to the West Virginia Department of Transportation, Division of Highways.

WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION, DIVISION OF
HIGHWAYS

By _____

A F F I D A V I T

State of West Virginia

County of _____, to-wit:

I, _____, after first being duly sworn, depose and say that I am the high bidder on the above structure(s) located on the subject parcel at the aforesaid public auction and that the above receipt is true and correct, and that I am not an employee of the West Virginia Department of Transportation, Division of Highways, or a member of the immediate family of an employee, and that I am not acting directly or indirectly in this matter for an employee of the West Virginia Department of Transportation, Division of Highways.

Taken, subscribed and sworn to before me this ____ day of _____, 20____.

My commission expires _____.

Notary Public

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RECEIPT OF BOND (Public Auction)
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL NO. _____

COUNTY _____

As a result of Public Auction of buildings and structures located on the
above parcel, held on _____, the highest
bidder was _____

Address _____

Telephone No. _____

RECEIPT IS HEREBY ACKNOWLEDGED of the sum of _____

Dollars (\$_____), evidenced by _____,

(Cashier's check, certified check or money order) No. _____

Dated _____ Payable to West Virginia Department of
Transportation, Division of Highways, as a Performance Bond and which sum
shall be forfeited in case of failure by the bidder to remove the
structures from said Parcel within _____ days from the date of
delivery of Bill of Sale.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

BY _____
Right of Way Agent for the
Division of Highways

DATE _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RECEIPT OF BOND (Retention)
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL NO. _____

COUNTY _____

As a result of negotiation on the _____ day of _____,
20____, the owner: NAME _____
ADDRESS _____

TELEPHONE NO. _____

has retained the following improvement(s): _____

under the terms set forth in that certain Option and/or specifications
being dated _____. Receipt is
hereby acknowledged of the sum of _____
DOLLARS (\$_____), evidenced by _____
(cashier's check, certified check)

West Virginia Department of Transportation, Division of Highways, as a
bond for the removal of the above-mentioned improvement(s) and which sum
shall be forfeited in the event of failure by the owner to remove same
from the right of way within _____ days, in accordance with the terms
set forth in the Option and/or specifications dated.

WEST VIRGINIA DEPARTMENT OF TRANS-
PORTATION, DIVISION OF HIGHWAYS

BY _____
Right of Way Agent

DATE _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RETURN OF BOND (Public Auction)
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL NO. _____

COUNTY _____

This is to certify, and I do hereby acknowledge the return to me of
No. _____ in the amount of
DOLLARS, (\$ _____), which I tendered to the West Virginia
Department of Transportation, Division of Highways, on
_____, 20____, as a performance bond to remove certain
structures from the above mentioned project and parcel in accordance with
the terms set forth in the standard Bill of Sale, dated
_____, 20____.

PURCHASER _____

DATE _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RETURN OF BOND (Retention)
PROPERTY MANAGEMENT

DISTRICT _____

PROJECT _____

PARCEL NO. _____

COUNTY _____

This is to certify, and I do hereby acknowledge the return to me of
No. _____ in the amount of
DOLLARS, (\$ _____), which I tendered to the West Virginia
Department of Transportation, Division of Highways, on
_____, 20____, as a performance bond to remove certain
structures from the above mentioned project and parcel in accordance with
the terms set forth in the Option and Specifications dated
_____, 20____.

FORMER OWNER _____

DATE _____

WEST VIRGINIA DIVISION OF HIGHWAYS
RIGHT OF WAY REAL ESTATE INVENTORY
PROPERTY MANAGEMENT REPORT

~ GENERAL INFORMATION ~

P.M. NUMBER: _____
To be filled out by Central Office PM Section

STATUS: _____
To be filled out by Central Office PM Section

STATE PROJECT NUMBER	FEDERAL PROJECT NUMBER	COUNTY
DISTRICT/COUNTY NUMBER	PARCEL NUMBER	PLAN SHEET NUMBER
TOTAL AREA (SF/AC)	TOTAL CONSIDERATION	FEDERAL AID PERCENT
PRESENT USE CODE	CURRENT APPRAISED VALUE	APPRAISAL DATE
ROUTE NUMBER	STREET/LOCALE	ZIP CODE
LATITUDE (Decimal Degrees)	LONGITUDE (Decimal Degrees)	

~ CONVEYANCES ~

GRANTOR NAME	CONV. DATE	AREA (SF/AC)	AMOUNT	BOOK	PAGE	HOW

~ IMPROVEMENTS ~

ITEM	DESCRIPTION	CODE	SIZE (SF/AC)

COMMENTS:

SUBMITTED BY:	DATE:	THIS REPORT HAS BEEN REVIEWED AND A COPY FORWARDED TO THE ENGINEERING SECTION FOR POSTING TO THE PROJECT ROAD PLANS, IF APPLICABLE	
DISTRICT PROPERTY MANAGER			
DISTRICT RIGHT OF WAY MANAGER	DATE:	Date	Property Manager

The following is a general outline of the form and the specific information that is needed on each section - Every field is required when filling out this form. If certain information is not available, please put a justification as to why the information is missing in the comments section at the bottom.

PLEASE NOTE: You must provide a copy of the recorded deed, copy of the plan sheets, and a copy of the Statement of Just Compensation/Waiver Valuation or Administrative Settlement Documentation and any pertinent information related to this Real Estate Inventory submission.

GENERAL INFORMATION SECTION:

- STATE PROJECT NO. – Project Number as it appears on the RW3 Plans
- FEDERAL PROJECT NO. – When applicable
- COUNTY – Required Field
- DISTRICT/COUNTY NO. – Please use the district and county number.
 - o Example: 0431 = District 4, Monongalia County
- PARCEL NO. – Parcel Number from RW3 Plans
- PLAN SHEET NO. – Plans Sheet Number(s) for the parcel acquired
- TOTAL AREA (SF/AC) – Total Area we acquired for this parcel as it reads on the Deed
- TOTAL CONSIDERATION – Total Consideration from Deed
- FEDERAL AID PERCENT – When applicable
- PRESENT USE CODE – Required Field
 - o Please use one of the following codes:
 - 01 – District Headquarters
 - 02 – County Headquarters
 - 03 – Sub-Headquarters
 - 04 – Vacant Land
 - 05 – Rest Area/Roadside Park
 - 06 – Stone Quarry/Chert Pit/Radio Tower
 - 07 – Uneconomic Remnant
- CURRENT APPRAISED VALUE – Value from Statement of Just Compensation or Waiver Valuation Form
- APPRAISAL DATE – Date from Statement of Just Compensation or Waiver Valuation Form
- ROUTE NUMBER – Required Field
- STREET/LOCALE – Required Field
- ZIP CODE – Required Field
- LATITUDE (Decimal Degrees) – Required Field
- LONGITUDE (Decimal Degrees) – Required Field

CONVEYANCE SECTION:

- GRANTOR NAME – Name as it reads on the Deed
- CONVEYANCE DATE – Date as it reads on the Deed
- AREA (SF/AC) – Area as it reads on the Deed
- AMOUNT – Amount paid for this conveyance
- BOOK – Required Field
- PAGE – Required Field
- HOW – How it was acquired

IMPROVEMENTS SECTION:

- ITEM – Item Number associated with the improvement type
- DESCRIPTION – Description/Name of Improvement
- CODE – Improvement Code
- SIZE (AC/SF) – Area of Improvement

COMMENTS SECTION:

Please provide any additional information for this Real Estate Inventory Submission.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

RECEIPT BY AGENT
SALE OF EXCESS PROPERTY
PROPERTY MANAGEMENT

DISTRICT _____
COUNTY _____
PM NO. _____
AUTH NO. _____

As a result of the Public Auction held on the _____ day of _____, 20____, for the property and/or property rights located at _____, the high bidder was:

NAME _____

ADDRESS _____

PHONE NO. _____ AMOUNT PAID _____

RECEIPT IS HEREBY ACKNOWLEDGED OF THE SUM OF _____

Dollars, (\$_____), payment in full for said land as evidenced by _____ No. _____,
(cashier's check, certified check or money order)

dated _____, made payable to the West Virginia Department of Transportation, Division of Highways.

By _____

Title _____

AFFIDAVIT

State of West Virginia

County of _____, to-wit:

I, _____, after first being duly sworn, depose and say that I am the high bidder on the above property at the aforesaid public auction and that the above receipt is true and correct, and that I am not an employee of the West Virginia Department of Transportation, Division of Highways, or a member of the immediate family of an employee, and that I am not acting directly or indirectly in this matter for an employee of the West Virginia Department of Transportation, Division of Highways.

Taken, subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires _____.

Notary Public

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

HIGHWAY CONTRACT DEMOLITION LIST

RIGHT OF WAY PROJECT NO.: COUNTY _____

State _____

Federal _____

CONSTRUCTION PROJECT NO.

<u>Parcel No.</u>	<u>Station</u>	<u>Side</u>	<u>Type of Improvement</u>	<u>Item</u>

LEASE RECEIVABLE INVOICE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
1900 KANAWHA BOULEVARD EAST
BUILDING 5, ROOM 820
CHARLESTON, WEST VIRGINIA 25305-0430**

DATE: _____

TO: Finance Division

ORG. NO.: _____

FROM: Right of Way Division

ACCT. NO.: _____

LESSEE: _____

AUTH. NO.: _____

ACT. CODE: _____

OBJ. CODE: _____

P or N: _____

DOH LEASE NO.: _____

INVOICE NO.: _____

LEASE LOCATION: _____

LEASE DESCRIPTION: _____

RENT PERIOD: _____ RENT DUE: _____

AMOUNT TO BE BILLED: _____

Division Property Manager

(WV-15) REQUEST FOR TEMPORARY SPACE

INSTRUCTIONS: If you answer "no" to ALL of the following questions, DOA's Real Estate Division approval is not required. Attach a copy of this form to the invoice for processing through the Auditor's Office. However if the answer is "yes" to ANY of the questions listed below, this form must be submitted at least one month prior to the requested date of use to the following address:

WV Real Estate Division
1124 Smith Street, Suite B100
Charleston, West Virginia 25301

- 1) Is the space requested to be used as office space? Yes ☐ No ☐
 2) Will the space be used for six (6) months or more? Yes ☐ No ☐
 3) Will the total rental amount exceed \$2,000.00 for the event or use during the fiscal year? Yes ☐ No ☐
 4) Is there any kind of rental agreement, contract, etc. to be signed by the agency? * Yes ☐ No ☐
 5) Has the agency's authority to lease temporary space been revoked by the DOA? Yes ☐ No ☐

*If you answer "yes" then you must attach a copy of the agreement along with a signed WV-96 to this form.

Type of space: (example, conference room, auditorium, etc.)

Date(s) of Use:

Rent to be paid to: (Vendor)

Cost for Use of Space:

Purpose:

Agency Contact:

Phone Number:

Name and Address of Spending Unit:

I certify that, to the best of my knowledge, suitable rent-free space is not available on the date(s) and for the purpose stated above.

By _____ Title _____ Date _____

APPROVED BY: _____

Date: _____

Real Estate Division use only

LEASE PAYABLE INVOICE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
1900 KANAWHA BOULEVARD EAST
BUILDING 5, ROOM 820
CHARLESTON, WEST VIRGINIA 25305-0430**

DATE: _____

FROM: _____
(Lessor)_____
(Address)

LEASE DATE _____

TO: WEST VIRGINIA DIVISION OF HIGHWAYS LEASE NO. _____

INVOICE NO. _____

_____, West Virginia _____

LOCATION	DESCRIPTION	RENT PERIOD	AMOUNT RENT DUE	

Total Rent Due..... \$ _____

Miscellaneous Charges
(Documentation Attached) \$ _____

Total Rent & Miscellaneous Charges. . \$ _____

LESSOR _____

Signature

Title

APPROVED BY _____

Signature

Title

FEIN or SSAN _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

CIRCULATION REQUEST

PROJECT _____ N or P _____ PM FILE NO. _____
PARCEL NO. _____ COUNTY _____
JOINT-USE LEASE SALE SIMPLIFIED AUTHORIZATION NO. _____
FHWA APPROVAL REQUIRED: YES _____ NO _____

REQUESTED BY

NAME _____
ADDRESS _____
TELEPHONE _____ DATE OF REQUEST _____

PROPERTY INFORMATION

USE _____
ATTACHMENTS - PHOTOGRAPHS, COUNTY MAP, DEED or FINAL ORDER, PLAN SHEET
showing existing features of the subject property) Abutting Owners' Deeds,
Letter of Request and Tax Receipts of Applicant.

LATITUDE (Decimal Degrees) _____

LONGITUDE (Decimal Degrees) _____

COMMENTS

ASSEMBLAGE

RECOMMENDATION BY DISTRICT RIGHT OF WAY AGENT

DATE _____ APPROVE/REJECT _____

DISTRICT APPROVAL

DISTRICT ADMINISTRATOR _____	APPROVE/REJECT _____
DISTRICT ENGINEER _____	APPROVE/REJECT _____
MAINT. ENGINEER _____	APPROVE/REJECT _____
CONST. ENGINEER _____	APPROVE/REJECT _____
TRAFFIC ENG. _____	APPROVE/REJECT _____
BRIDGE ENG. _____	APPROVE/REJECT _____

DATE TO CENTRAL OFFICE _____

PROPERTY MANAGER

DISTRICT AGENT

PROPERTY MANAGEMENT DISPOSITION REPORT

The following is a general outline of the form and the specific information that is needed on each request.

1. PROJECT - When applicable.
2. N or P - Non-participating or Participating (strike out inapplicable label).
3. P.M. FILE NO. - assigned after received in Central Office.
4. PARCEL NO. - When applicable.
5. COUNTY - Name.
6. JOINT USE, LEASE, SALE, SIMPLIFIED - Circle applicable label.
7. MAGISTERIAL DISTRICT - What district the request is located in.
8. NAME - Applicant (please identify names of people authorized to sign for lease, when applicable).
9. ADDRESS - Applicant.
10. TELEPHONE - Applicant's or their agent's telephone number.
11. DATE OF REQUEST - Date received in District.
12. USE - Purpose of request (beautification, parking, access, etc.)
13. ATTACHMENTS - Checklist for submission of request to Central Office (photographs, county maps, deed or final order, plan sheet.)
14. COMMENTS - A brief description of the subject property highlighting topography, drainage (existing or proposed), utilities present, sight distance, permits, any additional comments may be attached if there is not enough space provided.
15. ASSEMBLAGE - Statement concerning contiguous parcels.
16. DATES - Dates to the District Engineer, Maintenance Engineer, Construction Engineer.
17. APPROVAL/REJECT - Circle applicable label and list date received.
18. DATE TO CENTRAL OFFICE - Date submitted.
19. DISTRICT AGENT - Appropriate signature.

Disposition of Excess Right of Way 2018

(7-1-19 to 6-30-20)

Using a return rate of : 7.50%

Appraisal Date: 7/19/2019

Input allowed in Blue Cells only

APPLICANT:	PM #
County:	Project

Comparable #1: Abutter or Applicant

Mag. District:	
Map:	
Parcel:	
Land or Lot Size:	
Land Appraisal:	
Price per acre/square foot:	-

Comparable #2 (if Needed)

Mag. District:	
Map:	
Parcel:	
Land or Lot Size:	
Land Appraisal:	
Price per acre/square foot:	-

Comparable #3 (if Needed)

Mag. District:	
Map:	
Parcel:	
Land or Lot Size:	
Land Appraisal:	
Price per acre/square foot:	-

Excess Parcel Land Value:

Parcel size:	
Price per acre/sq. ft.	
Parcel value:	\$0

Lease Value:

Parcel value:	\$0
Return rate:	7.50%
Annual lease amount:	\$0

Comments:
Approved: _____ **Date** _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

PROPERTY MANAGEMENT REQUEST CHECKLIST

PM Number _____ Lease Number _____
 State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Latitude (Decimal Degrees) _____ Longitude (Decimal Degrees) _____

CHECKLIST

ITEMS

COMMENTS

☐ Letter of Request	Date: _____	
☐ Letter to Property Owner		
☐ Deed from Property Owner		
☐ DOH Deed of Acquisition		
☐ Plan Sheet		
☐ Property Info. Sheet		
☐ Request Sent to C/O for Circ.	Date: _____	
☐ Deed Prepared	Date: _____	
Amount: _____		
☐ Deed Recorded	Date: _____	
Deed Book _____ Page _____		
☐ Request Revised	Date: _____	
☐ Acknowledged Revision		
☐ Tax Receipts		
☐ County Map with Location Marked/GPS Location		
☐ Pictures		
☐ Request Circ. In District	Date: _____	
☐ Appraisal Received	Date: _____	
☐ Check Received	Date: _____	
☐ File Closed	Date: _____	
 ☐ Date WVDOH Acquired	 Date: _____	
Acquired as Project R/W	☐ Yes ☐ No	
<i>Note: Anything NOT acquired as project R/W</i>		
<i>MUST be sold at Public Auction</i>		

Closed By: _____

District Agent: _____ Date Completed: _____

Signature: _____

USE CURRENT LETTERHEAD**EXAMPLE OF FIRST RIGHT OF REFUSAL LETTER****Date****RE: Right of First Refusal****Project No.:** _____**PM File No.:** _____, _____ **County****To Whom It May Concern:**

I/We the undersigned acknowledge the receipt of notification of the right of first refusal to purchase/lease property now owned by the West Virginia Department of Transportation, Division of Highways, located at _____, which the West Virginia Commissioner of Highways intends to sell/lease.

The undersigned understands that they have the right to relinquish, release and waive the right of first refusal to purchase/lease the said abutting property, thus allowing the West Virginia Commissioner of Highways to proceed to sale/lease as required by law. (Please check the appropriate box below):

- ☐ **YES, I am interested in the property to be sold/leased. I/We the undersigned do desire to exercise my/our right of first refusal to purchase/lease the abutting property located at _____, now owned by the Division of Highways and intended to be sold/leased by the Commissioner of Highways.**
- ☐ **NO, I am not interested in the property to be sold/leased. I/We the undersigned do not desire to exercise my/our right of first refusal to purchase/lease the abutting property located at _____, now owned by the Division of Highways and intended to be sold/leased by the Commissioner of Highways.**

Very truly yours,_____
Name_____
Address

State of West Virginia

Request for Property Insurance

Use tab or arrow keys to move from field to field

Entity request insurance:

Entity Division: **Structure #:**

City: **Zip:** **County:**

Latitude (Decimal Degree):

Longitude (Decimal Degree):

Date Acquired:

Structure Owner: Choose an item.

If not owned, Is the Entity responsible for Insurance?

Incorporated Area? Choose an item.

Structure Type: Choose an item. **If Other, specify:**

Structure Use: Choose an item.

Sprinkler System: Choose an item.

Year Constructed:

Town fire protection class:

Construction type (See definitions below): Choose an item.

1. Fire Resistive – Built with noncombustible materials protected with maximum fire proofing.
2. Semi Fire Resistive – Noncombustible materials providing at least one year of fire resistance.
3. Brick – Built with noncombustible materials but lacking the fire proofing of item #2
4. Heavy Timber Support – 10 by 6-inch beams, 8-inch columns, and 4-inch floor planking (min.)
5. Masonry-Brick-Stone-Concrete self-supporting walls with wood or steel floor supports
6. Frame – Built of light wood or steel of low fire resistance including brick veneer.
7. Other

If other, specify:

Number of owned elevators:

Basement: Choose an item. **If yes, is basement finished:** Choose an item.

Number of floor levels, including basement:

Area of structure* ft²:

***If Building is owned, enter the accumulated gross square feet (outside dimension of each floor level, including the basement). If leased, enter the actual square feet under the lease agreement.**

Describe any alarm system: Choose an item.

Type of heating: Choose an item. **If Other, specify:**

Has location been subject to past flood damage? Choose an item.

Exposure to Underground Coal Mine Subsidence? Choose an item.

Insurance Amount: Building: \$ Contents: \$

Does location produce revenue? Choose an item. **If yes, source:**

Estimated annual revenue: \$

Individual completing request: Phone#

Comments:

Board Use Only
Dept.#
Div.#
Loc.#
SPC:



Disposition of Division of Highways Property

(Rev. 10/2018)

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District Nine

146 Stonehouse Road

Lewisburg, WV 24901

Telephone: (304) 647-7450

Fayette, Greenbrier, Monroe, Nicholas, Summers Counties

District Ten

270 Hardwood Lane

Princeton, WV 24740

Telephone: (304) 487-2155

McDowell, Mercer, Raleigh, Wyoming Counties

District Four

PO Box 4220

Clarksburg, WV 26302

Telephone: (304) 842-1551

Doddridge, Harrison, Marion, Monongalia, Preston, Taylor Counties

District Five

PO Box 99

Burlington, WV 26710

Telephone: (304) 289-3521

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan Counties

District Six

1 DOT Drive

Moundsville, WV 26041

Telephone: (304) 843-4041

Brooke, Hancock, Marshall, Ohio, Tyler, Wetzel Counties

District Seven

PO Box 1228

Weston, WV 26452

Telephone: (304) 269-0400

Barbour, Braxton, Gilmer, Lewis, Upshur, Webster Counties

District Eight

PO Box 1516

Elkins, WV 26241

Telephone: (304) 637-0215

Pendleton, Pocahontas, Randolph, Tucker Counties

Disposition of
West Virginia Department of Transportation
Division of Highways Property

INTRODUCTION

If you are thinking of purchasing or leasing property from the West Virginia Department of Transportation, Division of Highways, you should know the procedure by which a sale or lease of Highways' owned property takes place. This pamphlet is designed to assist you in making your request and in understanding the rules and regulations governing our real estate disposition. Should you have any questions after reading the pamphlet, please contact the District Right of Way Agent in the local District Office having jurisdiction over the county in which the property you wish to purchase or lease is located. The address and telephone number of each District Office together with a list of counties located in that District may be found on the last three pages of this booklet. All sales and leases are conducted in compliance with West Virginia Code 17-2A-19 and the Code of State Rules 157 – Series 2.

A request to purchase or lease property owned by the Division of Highways should be addressed in writing to the District Engineer/Manager in which the real estate is located. In making this request you should include a sketch showing the boundaries of the property, a copy of your deed and tax ticket, and contact information, i.e. address, telephone number and/or email. It will simplify our records search if you can provide location data such as the address of the property or its distance from the nearest major road junction. In order to determine the feasibility of the proposed sale or lease from the standpoint of the Division of Highways, we also need to know the use for which the property is being purchased.

Before making a formal written request, we recommend that you contact the District Right of Way Agent who can assist you in providing the data we need. The District Agent may also be able to advise you immediately if a particular property cannot be made available for sale or lease.

GENERAL INFORMATION

Upon receiving a written request to consider disposition of property owned by the Division of Highways, the District Engineer/Manager first asks the District Right of Way Agent to determine that the Division does indeed own the property in question. The District Right of Way Agent may also contact you for further details concerning the proposal and for information concerning the use to be made of the property. When the Agent has established that the Division does own the property in question and is fully aware of the total proposal, the District Engineer/Manager is advised of the findings and he/she then reviews the proposal with the Assistant District Engineers for Maintenance, Construction, Design and Traffic to determine whether the proposed use would have any effect on the operations of their particular branches of the Division of Highways. If the above mentioned Engineers find no detrimental effect in the proposal and the District Engineer believes it to be in the public-interest, the request is forwarded to the Director of the Right of Way Division in the Central Office in Charleston. The Director of the Right of Way Division, through the Division Property Manager, reconfirms ownership and prepares to submit the proposal to various other Divisions for their review and comment. The Division Property Manager or the Right of Way Director also will often check the site in question to be sure that there is complete understanding as to its location and existing condition.

If for any reason the proposed sale or lease is rejected, proper notice in writing will be furnished to you immediately.

Central Office Property Management

1900 Kanawha Boulevard, East
Charleston, WV 25305-0430
Telephone: (304) 558-2822

District One

1334 Smith Street
Charleston, WV 25301
Telephone: (304) 558-3021
Boone, Clay, Kanawha, Mason, Putnam Counties

District Two

PO Box 880
Huntington, WV 25712
Telephone: (304) 528-5635
Cabell, Lincoln, Logan, Mingo, Wayne Counties

District Three

624 Depot Street
Parkersburg, WV 26101
Telephone: (304) 420-4725
Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, Wood Counties

FEDERAL AID PROJECTS

If the property which is the subject of the proposal is part of the National Highway System, before the Division of Highways may proceed with disposition, the proposal must be submitted to the Division Administrator of the Federal Highway Administration in Charleston. This is normally done as soon as the State Highway Engineer has authorized the sale or lease. Before concurring in the proposal, the Division Administrator may have an engineer on his staff review it. This review often includes a trip to the site for a firsthand view of the property.

If the Division Administrator is satisfied that the proposal is in the public interest, he so advises the Commissioner of Highways after which the mechanics of the sale or lease, as outlined above, are initiated.

COMMERCIAL AND INDUSTRIAL DEVELOPMENT

Requests for large areas of property owned by the Division of Highways for use as commercial or industrial development should be made through the Economic Development Office of the Division of Highways at (304) 558-9211.

IN CONCLUSION

The Division of Highways rarely buys property in excess of its normal highway needs; therefore, a careful study is made of each proposal for disposition to be sure that present and future highway operations will not be adversely affected. Because of the necessity for obtaining recommendations from a large number of Division of Highways personnel, the time required from receipt of a request to disposition is approximately 12 to 16 months.

The request is then transmitted to the Maintenance Division to study any effect that the proposed disposition might have on the operation of the adjacent highway and to determine whether the site could be used as a maintenance headquarters, sub-headquarters, storage site, or for other departmental purposes.

If the proposal involves a sale, the price will be the appraised value of the property as established and approved by the Central Office Appraisal Section, plus a nominal administrative cost(s) of processing requests by the Division of Highways.

If the proposal involves a lease, the rental rate will be the fair market rent of the property as established by the Central Office Appraisal Section

SALE PROCEDURE

The Director of the Right of Way Division submits the proposal along with comments made by the District and the Central Office Divisions, and with his own recommendation, to the State Highway Engineer for formal authorization to proceed with the sale. Upon receipt of approval to proceed, the Director of the Right of Way Division authorizes the appropriate District Right of Way Agent to proceed with the sale.

At this time the District Property Manager requests in writing the applicant submit a plat and centerline description of the request area prepared by a licensed surveyor. If the applicant is unable to provide a plat and description, they are prepared by either the District or Central Office personnel. Please note: Plat preparation by the DOH personnel may delay your request.

Disposition of Division of Highways' excess property may be arranged on a permanent basis by:

- 1) Direct sale to the principal abutter, his/hers heirs, or assigns.
- 2) Direct sale to an abutter.
- 3) Sale at Public Auction.
- 4) Exchange of properties.
- 5) Uneconomic remnant sold at Public Auction.

If the subject property has been approved for sale, a deed is prepared by a Division of Highways' attorney and submitted to the Commissioner of Highways for execution.

Sale by public auction will occur when the property in question was acquired for purposes other than right of way, if the only abutter to the property is the Division of Highways, or the abutting owner waives his right of first refusal.

If the sale is by public auction, the District Right of Way Agent then causes a notice to be published in a newspaper which has general circulation in the area where the property is located. By law this notice must appear three times and the first appearance must be at least twenty days prior to the sale. The District Right of Way Agent will also notify you concerning the date of the auction. On the date set for the sale, the District Right of Way Agent or his representative conducts the auction.

The successful bidder must pay the total bid price, plus administrative cost(s), by the end of the next banking day. The District Right of Way Agent then forwards data concerning the auction and a recommendation to proceed with the sale to the Director of the Right of Way Division. The Director and the Division Property Manager review the documentation submitted by the Agent and if

they are satisfied that the proposed sale is proper and in the public interest, a deed is prepared and submitted to the Commissioner for execution.

The Commissioner executes and returns the deed to the Director of Right of Way who then forwards it to the District Right of Way Agent for recordation. The Agent then arranges for delivery of the recorded deed to the successful bidder who is now the grantee.

No employee of the Division of Highways or a member of his or her immediately family is eligible to purchase land or improvements from the Division of Highways.

LEASE PROCEDURE

The Director of the Right of Way Division submits the proposal along with the comments made by the District and Central Office divisions, and with his own recommendations, to the State Highway Engineer for formal authorization to proceed with the lease. Upon receipt of approval to proceed, the District Right of Way Agent:

- 1) Obtains the above mentioned plat, description, and appraisal report if it has not already been received.
- 2) Contacts the applicant to discuss the rental rate and method of payment.
- 3) Has a formal lease prepared by a Division of Highways' attorney.

When there is complete agreement concerning the terms of the lease, the Agent will present it to you for your signature and notarization. Upon receiving the signed lease from you, the Agent will forward it to the Central Office in Charleston to be signed by the Commissioner of the Division of Highways. The original copy of the lease will be sent to you by the District Right of Way Agent.

USE CURRENT LETTERHEAD**EXAMPLE OF FORM LETTER CONCURRING IN AN ANNEXATION REQUEST**

[DATE]

[INSERT NAME AND ADDRESS OF RECEPIENT]

Dear _____:

Thank you for your inquiry of _____, 20__ to

[INSERT NAME AND TITLE OF DOH REPRESENTATIVE] regarding the City/Town/
Village [CHOOSE THE CORRECT DESIGNATION] of _____'s (herein after
referred to as "Applicant") request to annex the roadway(s) known as
_____.

The West Virginia Division of Highways (WVDOH) will oppose annexation requests if the primary purpose of the annexation is to allow the municipality to collect business and occupation taxes from WVDOH contractors. Applicant has assured WVDOH that such in not the case and Applicant asserts that annexation will facilitate the delivery of important public services to its residents; therefore, subject to the following Special Conditions, WVDOH concurs with and does not object to annexation of the aforesaid roads into the municipal boundary of Applicant.

Special Conditions: [INSERT AS APPLICABLE OR INDICATE "NONE"].

Please note also that if the municipal boundary is established concurrent with an existing WVDOH right-of-way, a change in the right-of-way by the WVDOH due to future acquisition of additional rights-of-way along that route would result in the municipal boundary no longer being concurrent with the right-of-way.

Thank you for your inquiry. Should you have additional questions, please contact_____ [INSERT NAME AND CONTACT INFORMATION FOR DISTRICT REALTY MANAGER].

Sincerely,

(Use Current Name)
Secretary of Transportation
Commissioner of Highways

CHAPTER 9

ADMINISTRATIVE SECTION PROCEDURES

FORMS & EXAMPLES

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Form RW 10.01	Nonresident Sale of Property	9-12
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TRANSMITTAL MEMORANDUM FOR OTHER THAN RELOCATION SERVICES INVOICES

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

(Date)

M E M O R A N D U M

TO: DR – (current Director’s name), Director

FROM: (District Agent)

SUBJECT: REQUEST FOR PAYMENT
RIGHT OF WAY INVOICE

The attached Right of Way Invoice is submitted for payment of *_____.

PROJECT:

PARCEL NO.:

COUNTY:

NAME:

AMOUNT: \$_____

Attachments

(Proper Initials)

cc: Control Room:**

*On this line use only name of instrument, i.e. Deed, Easement, Condemnation Payment, Abstracting, Appraising, kinds of Court Costs, etc.

**Put type of document (Deed, Easement or Option) and date signed

TRANSMITTAL MEMORANDUM FOR INVOICES ONLY IF RELOCATION SERVICES

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

(Date)

M E M O R A N D U M

TO: DR – (current Director's name), Director

FROM: (District Agent)

SUBJECT: REQUEST FOR PAYMENT
RIGHT OF WAY INVOICE

The attached Right of Way Invoice is submitted for payment of *_____.

PROJECT:

PARCEL NO.:

COUNTY:

NAME:

(If for replacement housing, indicate whether tenant or owner)

Moving Cost	\$ _____
Dislocation Allowance	\$ _____
Replacement Housing	\$ _____
Incidental Costs Replacement Property	\$ _____
Interest Differential	\$ _____
Total	\$ _____

Attachments

(Proper Initials)

cc: Control Room: Put estimated move date

*On this line use only title of the invoice, i.e. Moving Costs, Dislocation Allowance, Replacement Housing, Incidental Costs Replacement Property, Interest Differential or combination thereof.

TRANSMITTAL MEMORANDUM FOR NONRESIDENT SALE OF PROPERTY

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

(Date)

MEMORANDUM

TO: DR – (current Director's name), Director

FROM: (District Agent)

SUBJECT: REQUEST FOR PAYMENT
RIGHT OF WAY INVOICE

The attached Right of Way Invoice is submitted for payment of _____.
(Type of Invoice package, such as Deed/Option)

PROJECT:

PARCEL NO.

COUNTY:

NAME: (Property Owner)

AMOUNT: \$_____

Attachments

(Proper Initials)

cc: Control Room: (Reflects when deed/option was signed)

**TRANSMITTAL MEMORANDUM FOR INCOME TAX WITHHOLDING FOR
NONRESIDENT SALE OF REAL PROPERTY**

(USE CURRENT LETTERHEAD AND CURRENT MEMORANDUM FORMAT)

(Date)

MEMORANDUM

TO: DR – (current Director's name), Director

FROM: (District Agent)

SUBJECT: REQUEST FOR PAYMENT
RIGHT OF WAY INVOICE

The attached Right of Way Invoice is submitted for payment of _____.
(Type of Invoice package, such as Deed/Option)

PROJECT:

PARCEL NO.

COUNTY:

NAME: West Virginia State Tax Department

AMOUNT: \$_____

Attachments

(Proper Initials)

cc: Control Room: (Reflects when deed/option was signed)

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

STATE WARRANT RECEIPT

Seller's Name

Address

Telephone

Parcel No.	Project No.
District	County

Date of State Warrant:

Enclosed herewith find state warrant in payment of the following items:

Number	Name	Amount

Received the above-described State Warrant this day of _____.

Attorney for the West Virginia Department of
Transportation, Division of Highways

Date Paid

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

USE OF CORRESPONDING ACTIVITY AND OBJECT CODES

<u>Activity Code</u>	<u>Object Code</u>	<u>Type of Charge to be Shown on Invoice</u>
115	273	Engineering Fees (Consultants)
140	149	Acquiring by Bills of Sale, Releases or Agreements
142	025	Appraisals (only)
144	025	Court Costs (i.e. Filing Fees, Witness Fees, Commissioners, Court Reporting, Recording Fees)
145	149	Land Purchases for Buildings and Storage Lots
145	149	Acquiring by Option and/or Deed
145	094	Acquiring Land for the Relocation of Cemetery Lots and Grave Removal
145	149	Temporary Easements (only)
146	149	Condemnation (i.e. Commissioners' Awards, Final Orders, Advance Deposits into Court)
146	096	Interest on Condemnation Cases
147	025	Utility Relocation (Partial Payments)
147	025	Utility Relocation (Final Payments)
148	094	Moving or Demolition of Buildings and Structures
149	094	Waste and Borrow Pit Agreements
154	094	Relocation - Moving Costs
154	094	Relocation - Moving Costs

<u>Activity Code</u>	<u>Object Code</u>	<u>Type of Charge to be Shown on Invoice</u>
156	094	Relocation - Replacement Housing Costs
157	149	Incidental Costs (recording fees, transfer taxes, pro rata portion of taxes)
158	094	Interest Costs - Replacement Housing
159	094	Incidental Costs - Replacement Housing
160	056	Abstracting - Cost of Title Reports or Opinions
160	057	Attorney Reimbursable Expenses (i.e. copies, telephone, travel, or other related expenses)
161	056	Closing - Cost of closing with property owner
161	057	Attorney Reimbursable Expenses (i.e. copies, telephone, travel, or other related expenses)

NOTE: IF FURTHER ACTIVITY OR OBJECT CODES ARE NECESSARY, REFER TO DEPARTMENT OF TRANSPORTATION ADMINISTRATIVE PROCEDURES, VOLUME II, CHAPTERS 5 AND 6.

OPTION OR DEED

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner)
 (Address)

Refer to Sections
 9.08 & 9.08.1
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

PAYMENT OF FINAL ORDER AND/OR INTEREST

(Invoice must be accompanied by memorandum of approval by Director or R/W and Legal Division)

RIGHT OF WAY INVOICE**WEST VIRGINIA DIVISION OF HIGHWAYS**

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

Circuit Clerk of _____ County

Refer to Sections
 9.08 & 9.08.1
 for required attachments

VC#:

ADDR ID:

STATEMENT OF ACCOUNT

Payment in full of Commissioners' Award in the condemnation proceeding of the Division of Highways vs.
 _____, as set forth in the attached Order in the Circuit Court of _____ County on _____ (date)

Commissioners' Award \$ _____
 Advance Court Deposit *

Amount due on attached Order \$ _____
 Interest on difference of \$ _____ from _____ (date) thru _____ (date) for _____ days

*If no advance, show a zero

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

ADVANCE PAYMENT INTO COURT

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

Circuit Clerk of _____ County

Refer to Section 9.08.2
 for required attachments

VC#:

ADDR ID:

STATEMENT OF ACCOUNT

Advance payment into Court as shown on attached Certificate of Deposit with approved appraisal for
 condemnation proceedings of the Division of Highways vs. _____, in the amount of \$ _____.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

GUARDIAN AD LITEM

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Attorney)
 (Address)

Refer to Section 9.09
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in full for services of Guardian ad Litem in the case of Division of Highways vs _____, as set forth
 in the attached order of the Circuit Court of _____ County on _____ (date) _____.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

RESIDENTIAL RELOCATION PAYMENTS

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner)
 (Address)

Refer to Section 9.10
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in full of attached claim for:

Moving Costs	\$
Replacement Housing	\$
Incidental Costs Replacement Property	\$
Interest Differential	\$

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

ALL MOVING COSTS INVOICES

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner or Moving Company)
 (Address) _____

Refer to Sections 9.10, 9.11, 9.12,
 9.13, 9.13.1, 9.14, and 9.15
 for required attachments

VC#: _____
 ADDR ID: _____

STATEMENT OF ACCOUNT

Payment in full of attached residential claim for moving costs:

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

**OWNER TO TENANT or TENANT TO TENANT
REPLACEMENT HOUSING PAYMENT and MOVING COST PAYMENT
RIGHT OF WAY INVOICE**

WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
_____, West Virginia
In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner)
(Address) _____

Refer to Sections 9.10
for required attachments

VC#: _____
ADDR ID: _____

STATEMENT OF ACCOUNT

Payment in full of attached claim for:

Replacement Housing Payment	\$
Moving Cost Payment	\$

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
Right of Way Division

Description
Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

**INCIDENTAL CLOSING COSTS FOR TRANSFER OF PROPERTY
TO THE DIVISION OF HIGHWAYS**

**RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS**

District No. _____
_____, West Virginia
In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner)
(Address) _____

Refer to Sections 9.17
for required attachments

VC#: _____
ADDR ID: _____

STATEMENT OF ACCOUNT

Payment in full of attached closing statement for incidental costs.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
Right of Way Division

Description
Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

**COURT COST
(TO INSTITUTE CONDEMNATION PROCEEDINGS)**

**RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS**

District No. _____
_____, West Virginia
In Account With: _____

PAYEE (and address): _____

DATE: _____

Circuit Clerk of _____ County

Refer to Sections 9.18
for required attachments

VC#: _____
ADDR ID: _____

STATEMENT OF ACCOUNT

Filing fees for advance payment into court for condemnation proceedings of the Division of Highways vs. _____

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
Right of Way Division

Description
Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

CONDEMNATION PROCEEDINGS – COURT COSTS

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

Circuit Clerk of _____ County

Refer to Sections 9.18
for required attachments

VC#:
ADDR ID:

STATEMENT OF ACCOUNT

Payment in full of attached invoice of court costs dated _____, in the condemnation proceedings of the Division of Highways vs. _____.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
Right of Way Division

Description
Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

COURT COSTS (COMMISSIONERS)

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Commissioner)
 (Address)

Refer to Sections 9.18
 for required attachments

VC#: _____
 ADDR ID: _____
 (SEPARATE INVOICES IF MORE THAN ONE COMMISSIONER)

STATEMENT OF ACCOUNT

Payment in full for Commissioners' Services in the Division of Highways vs _____, condemnation proceeding..

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

CONDEMNATION WITNESS SERVICE

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Witness)
 (Address)

Refer to Sections 9.18.1
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in full of attached invoice for witness service in the Division of Highways vs. _____.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

COURT REPORTER

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Court Reporter)
 (Address)

Refer to Sections 9.19
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in full of attached invoice for court reporting.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

CONTRACT SERVICES – APPRAISAL

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Appraiser)
 (Address)

Refer to Sections 9.20
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Appraisal services rendered as per Contract No. _____, attached.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

CONTRACT SERVICES – ABSTRACTING ATTORNEY

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Attorney)
 (Address)

Refer to Sections 9.20
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Abstracting services rendered as per Contract No. _____, attached.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

CONTRACT SERVICES – CLOSING ATTORNEY

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Attorney)
 (Address)

Refer to Sections 9.20
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Abstracting services rendered as per Contract No. _____, attached.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

NONRESIDENTIAL SALE OF PROPERTY

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address): _____

DATE: _____

(Name of Property Owner)
 (Address)

Refer to Sections 9.08.1
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in accordance with attached Deed (Option) dated _____ gross amount _____ less 2.5% of
 income tax withholding for nonresident sale of real property per West Virginia Code 11-21-71b of _____, net to
 seller \$ _____.

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

NONRESIDENTIAL TAX WITHHOLDING

RIGHT OF WAY INVOICE
WEST VIRGINIA DIVISION OF HIGHWAYS

District No. _____
 _____, West Virginia
 In Account With: _____

PAYEE (and address):

DATE: _____

West Virginia State Tax Department
 (Address)

Refer to Sections 9.08.1
 for required attachments

VC#:
 ADDR ID:

STATEMENT OF ACCOUNT

Payment in accordance with attached invoice 2.5% income tax withholding for nonresident sale of real property per West Virginia Code 11-21-71b for gross amount of \$ _____, payable to (property owner's name).

Project No. _____ Parcel _____ Amount Due \$ _____

Org. No.	Auth. No.	Activity	Object

County _____

Approved _____

Director
 Right of Way Division

Description
 Checked By _____

Audited By _____

Date Approved _____

NOTICE: Proper supporting documents, i.e. options, agreements, releases, relocations and other claims, orders, statements, etc., shall accompany invoices.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

ADMINISTRATIVE SETTLEMENT INVOICE PACKET CHECKLIST

State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Project Name _____
 Auth No. _____ Org No. _____ Activity _____ Object _____

☐	Memo to Director with explanation of Administrative Settlement
☐	Copy of the Email or Memo from the Director approving the Administrative Settlement
☐	Form RW 10.01 - Invoice
☐	Form RW 5.24 - Negotiator's Certification
☐	Form RW 5.02A and Form RW 5.02B - Negotiation Sheets
☐	Copy of the Property Description
☐	Copy of the Deed
☐	Form RW 6.10C - Certificate & Statement of Contract Review Appraiser
☐	Form RW 6.11 - Statement of Just Compensation
☐	DOH 90
☐	WV/NRSR Return of Income Tax Withholding for Non-Resident Sale of Real Property, if applicable
☐	Other:
COMMENTS:	

NOTE: This checklist must be signed, dated, and included in the invoice packet sent to Right of Way Central Office.

 District Agent / Manager Signature

 Date Completed / Sent to CO

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

APPRAISAL INVOICE PACKET CHECKLIST

State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Project Name _____
 Auth No. _____ Org No. _____ Activity _____ Object _____

☐	Transmittal Memo to Director
☐	Form RW 10.01 - Invoice
☐	Form RW 5.24 - Negotiator's Certification
☐	Form RW 5.02A and Form RW 5.02B - Negotiation Sheets
☐	Copy of the Property Description
☐	Copy of the Deed
☐	Form RW 6.10C - Certificate & Statement of Contract Review Appraiser
☐	Form RW 6.11 - Statement of Just Compensation
☐	DOH 90
☐	WV/NRSR Return of Income Tax Withholding for Non-Resident Sale of Real Property, if applicable
☐	Other:
COMMENTS:	

NOTE: This checklist must be signed, dated, and included in the invoice packet sent to Right of Way Central Office.

District Agent / Manager Signature

Date Completed / Sent to CO

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

WAIVER VALUATION INVOICE PACKET CHECKLIST

State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Project Name _____
 Auth No. _____ Org No. _____ Activity _____ Object _____

☐	Waiver Valuation Memo to Director
☐	Transmittal Memo to Director
☐	Form RW 10.01 - Invoice
☐	Form RW 5.24 - Negotiator's Certification
☐	Form RW 5.02C and Form RW 5.02D – Negotiation Sheets
☐	Copy of the Property Description
☐	Copy of the Deed
☐	Form RW 5.13 - Statement of Just Compensation and Summary for Waiver Valuation
☐	DOH 90
☐	WV/NRSR Return of Income Tax Withholding for Non-Resident Sale of Real Property, if applicable
☐	Other:

COMMENTS:

NOTE: This checklist must be signed, dated, and included in the invoice packet sent to Right of Way Central Office.

District Agent / Manager Signature

Date Completed / Sent to CO

CHAPTER 10

“RESERVED FOR FUTURE USE”

FORMS & EXAMPLES

Form No.

Title

Appendix No.

CHAPTER 11

CEMETERIES

FORMS & EXAMPLES

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

INFORMATION FOR THE RELOCATION OF GRAVES

Grave # _____ PARCEL _____

PROJECT _____ COUNTY _____

NAME OF DECEASED _____ MALE ☐ FEMALE ☐

DATE OF BIRTH _____ DATE OF DEATH _____ AGE AT DEATH _____

INSCRIPTION _____

Name of Nearest Living Relative	Address	Relationship to Deceased	Telephone

TYPE OF CASKET USED - METAL ☐ WOOD ☐ OTHER ☐

TYPE OF VAULT USED - METAL ☐ CONCRETE ☐ WOOD ☐

DOES FAMILY WISH TO BE PRESENT AT DISINTERMENT (Yes ☐ No ☐)

REINTERMENT (Yes ☐ No ☐)

DOES FAMILY WISH TO HOLD RELIGIOUS SERVICE - DISINTERMENT (Yes ☐ No ☐)

REINTERMENT (Yes ☐ No ☐)

REINTERMENT SITE (If Known) _____

SIZE OF MARKER _____ " x _____ " x _____ " Base _____ " x _____ " Pounds

FOOTSTONE _____ " x _____ " x _____ " WEIGHT OF MARKER _____ Pounds
(SANDSTONE-150# CU. FT.)
(GRANITE-MARBLE 170# CU. FT.)

UPRIGHT MARKER OR MONUMENT ☐

FLAT MARKER OR MONUMENT ☐

FOOT STONES ☐

FLOWER VASES ☐

(Show Photo of Grave, Monument,
Vases, & Footstones on Sheet 2)

MARKER TO BE RESET Yes ☐ No ☐

IF NO DISPOSITION: _____

REMARKS _____

INFORMATION OBTAINED BY _____

TITLE _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

INFORMATION FOR THE RELOCATION OF GRAVES

PHOTOGRAPHS

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

INFORMATION FOR THE RELOCATION OF GRAVES

PHOTOGRAPHS

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

INFORMATION FOR THE RELOCATION OF GRAVES

MARKER IDENTIFICATION

Grave # _____ PARCEL _____
 PROJECT _____ COUNTY _____
 NAME OF DECEASED _____ MALE _____ FEMALE _____
 EXISTING MARKER (Circle one) Yes No
 INSCRIPTION (Complete only if not reset) _____

***COMPLETE THIS SECTION IF EXISTING MONUMENT CANNOT BE USED DUE TO CONDITION OR
CEMETERY REGULATIONS PROHIBITS, OR IF NO MONUMENT EXISTS.***

The undersigned, next of kin of the named decedent, request that the inscription on the marker or monument to be placed on the reinterment site be as follows:

INSCRIPTION

NAME	
DATE OF BIRTH	
DATE OF DEATH	

PHOTOGRAPH

 Next-of-Kin Date

 Next-of-Kin Date

 Next-of-Kin Date

 Next-of-Kin Date

CEMETERY RELOCATION CONTACT SHEET

STATE PROJECT _____

[illegible]

PROJECT NO. _____

PARCEL NO. _____

D E E D
RELOCATION OF GRAVES

THIS DEED, Made this _____ day of _____, 20____, by
and between _____

_____, part___ of the first part, and the WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, party of the
second part.

W I T N E S S E T H:

WHEREAS, for the purpose of constructing and maintaining and
otherwise improving West Virginia Department of Transportation, Division of
Highways Project No. _____ through
_____ District, _____ County, West Virginia, it
becomes necessary to disinter and remove the remains of certain bodies now
located and interred in graves within the area of the right of way of said project.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00)
Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the
further _____ consideration _____ of
(\$ _____) _____/100 Dollars and of the
terms and conditions herein set forth to be kept and performed by the said
respective parties hereto, the said part___ of the first part do___ hereby grant unto
the said party of the second part the right and privilege to disinter and move in a
proper manner under the supervision of a licensed and bonded mortician, the
remains _____ of _____ the _____ bod_____ of _____ the _____ late

_____, and of any of our/my relatives now interred
within the area of the proposed right of way of said road, and inter the said

remains in a new grave(s) in a burial plot at what is now known as

_____, situated in _____,
 _____ County, _____, to be acquired by
 and these graves opened/closed at the expense of the said party of the second
 part in accordance with the customs and regulations of said cemetery.

The said party of the second part shall disinter and remove the remains
 of said decedent___ in the manner and on the terms and conditions as aforesaid,
 and in a good and workmanlike manner, all at the cost and expense of the said
 party of the second part.

And, for the consideration hereinabove set forth, the said part___ of the
 first part hereby releases unto the said party of the second part any and all rights
 of sepulcher or easements of burial, or rights to make any further burials in the
 aforesaid cemetery or burial plot located within the proposed right of way of the
 said Project No. _____.

And, for the consideration hereinabove set forth, the said part___ of the
 first part do___ hereby grant and convey unto the party of the second part all their
 right, title and interest in the portion of said cemetery within the right of way
 limits of said project. The part___ of the first part do___ hereby request and
 authorize that the consideration herein be made payable to

 _____.

This is a transfer exempt from West Virginia excise taxes on property
 transfers under Chapter 11, Article 22, Sections 1 and 2 of the Official Code of
 West Virginia of 1931, as amended.

WITNESS the following signatures and seals.

_____(SEAL)
 _____(SEAL)
 _____(SEAL)
 _____(SEAL)

STATE OF _____

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the
 County and State aforesaid, do hereby certify that _____
 _____, whose
 name__ are/is signed to the foregoing writing, bearing date on the _____day of
 _____, 20____, ha____ this day acknowledged the same before me
 in my said County.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____.

 Notary Public

Place Notary Stamp/Seal Here

THIS INSTRUMENT WAS PREPARED
 FROM A FORM PROVIDED BY THE
 LEGAL SERVICES SECTION,
 RIGHT OF WAY DIVISION,
 WVDOT, DIVISION OF HIGHWAYS,
 BUILDING #5
 1900 KANAWHA BLVD. EAST
 CHARLESTON, WV 25305-0430

PROJECT NO. _____

PARCEL NO. _____

DEED

RELOCATION OF GRAVES

THIS DEED, Made this _____ day of _____, 20____, by and
between _____

_____, party__ of the first part, and the WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, party of the
second part.

WITNESSETH:

WHEREAS, for the purpose of constructing and maintaining and otherwise improving West Virginia Department of Transportation, Division of Highways Project No. _____ through _____ District, _____ County, West Virginia, it becomes necessary to disinter and remove the remains of certain bodies now located and interred in graves within the area of the right of way of said project.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the further consideration of the terms and conditions herein set forth to be kept and performed by the said respective parties hereto, the said party__ of the first part does hereby grant unto the said party of the second part the right and privilege to disinter and move in a proper manner under the supervision of a licensed and bonded mortician, the remains of the bod_____ of the late

,and of any of our/my relatives now interred within the area of the proposed right of way of said road, and inter the said remains in new grave(s) in a burial plot at

what is now known as

_____, Situate in _____, _____
County, _____, to be acquired by and these graves opened/closed at
the expense of the said party of the second part in accordance with the customs
and regulations of said cemetery.

The said party of the second part shall disinter and remove the
remains of said decedent__ in the manner and on the terms and conditions as
aforesaid, and in a good and workmanlike manner, all at the cost and expense of
the said party of the second part.

And, for the consideration hereinabove set forth, the said part__ of
the first part hereby releases unto the said party of the second part any and all
rights of sepulcher or easements of burial, or rights to make any further burials in
the aforesaid cemetery or burial plot located within the proposed right of way of
the said Project No. _____.

And, for the consideration hereinabove set forth, the said party of the
first part do__ hereby grant and convey unto the party of the second part all their
right, title and interest in the portion of said cemetery within the right of way
limits of said project.

This is a transfer exempt from West Virginia excise taxes on property
transfers under Chapter 11, Article 22, Sections 1 and 2 of the Official Code of
West Virginia of 1931, as amended.

WITNESS the following signatures and seals.

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

STATE OF _____
COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name____ are/is signed to the foregoing writing, bearing date on the _____day of _____, 2010, has____ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.
My Commission expires _____.



Notary Public

THIS INSTRUMENT WAS PREPARED
FROM A FORM PROVIDED BY THE
LEGAL SERVICES SECTION,
RIGHT OF WAY DIVISION,
WVDOT, DIVISION OF HIGHWAYS,
BUILDING #5
1900 KANAWHA BLVD. EAST
CHARLESTON, WV 25305-0430

PROJECT NO. _____

PARCEL NO. _____

CEMETERY DEED

**THIS DEED, Made this _____ day of _____ 20 _____ , by
and between _____**

_____, part___ of the first part, and the State of West Virginia, by the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, party of the second part.

WITNESSETH :

WHEREAS, for the purpose of constructing and maintaining and otherwise improving West Virginia Department of Transportation, Division of Highways, Project Number _____, situate in _____ District, _____ County, West Virginia, it becomes necessary to purchase cemetery lots located in _____.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the further consideration of (\$ _____) _____ /100 Dollars, the said part___ of the first part, do___ hereby grant and convey unto the party of the second part all their rights and interest, including but not limited to the rights of interment and sepulture in the following described parcel of land lying and being in the Cemetery known as _____, at _____ , West Virginia, as shown upon the maps and plats on file at said cemetery and being more particularly described as follows:

Section _____ Lot _____ Space(s) _____
Section _____ Lot _____ Space(s) _____
Section _____ Lot _____ Space(s) _____

The part _____ of the first part do___ hereby request and authorize that the consideration herein be made payable to _____.

And, for the consideration hereinabove set forth, the said part___ of the first part hereby release___ unto the said party of the second part any and all rights of sepulcher or

easements of burial, or rights to make any further burials in the aforesaid cemetery or burial plot(s) located within the proposed right of way of said Project.

And, for the consideration hereinabove set forth, the said part___ of the first part, do___ hereby grant and convey unto the party of the second part all their rights, title and interest in the portion of said cemetery within the right of way limits of said Project.

This transfer is exempt from West Virginia excise taxes on property transfers under Chapter 11, Article 22, Sections 1 and 2 of the Official Code of West Virginia, 1931, as amended.

WITNESS the following signatures and seals:
_____(SEAL)
_____(SEAL)
_____(SEAL)

STATE OF _____,
COUNTY OF _____. to-wit:
I, _____, a Notary Public in and for the State
and County aforesaid, do hereby certify that_____

_____ whose name/s is/are signed to the foregoing writing, bearing date the _____ day of _____, 20____, have/has this day, personally acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20____.
My commission expires _____.

Notary Public

Place Notary Stamp/Seal Here

THIS INSTRUMENT WAS PREPARED
FROM A FORM PROVIDED BY THE
LEGAL SERVICES SECTION,
RIGHT OF WAY DIVISION,
WVDOT, DIVISION OF HIGHWAYS,
BUILDING #5
1900 KANAWHA BLVD. EAST.
CHARLESTON, WV 25305-0430

PROJECT _____
Parcel No. _____

CEMETERY ITEMS OWNED

PROJECT NO. _____

PARCEL NO. _____

D E E D

RELOCATION OF GRAVES

THIS DEED, Made this _____ day of _____, 20____, by
and between _____

_____, part___ of the first part, and the WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, party of the
second part.

W I T N E S S E T H:

WHEREAS, for the purpose of constructing and maintaining and
otherwise improving West Virginia Department of Transportation, Division of
Highways Project No. _____ through
_____ District, _____ County, West Virginia, it
becomes necessary to disinter and remove the remains of certain bodies now
located and interred in graves within the area of the right of way of said project.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00)
Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the
further _____ consideration _____ of
(\$ _____) _____ Dollars and of the
terms and conditions herein set forth to be kept and performed by the said
respective parties hereto, the said part___ of the first part do___ hereby grant unto
the said party of the second part the right and privilege to disinter and move in a
proper manner under the supervision of a licensed and bonded mortician, the
remains of the bod_____ of the late_____

_____, and of any of our/my relatives now interred within the area of the proposed right of way of said road, and to transport said remains to _____ Crematory, in _____, _____, for cremation in association with the crematory's policies and procedures. The cremains shall be shipped from said crematory, by Express Mail to:

(Name) _____,

(Address) _____,

(City) _____, (State) _____,

(Zip Code) _____, at the expense of the said party of the second part in accordance with the customs and regulations of said crematory.

The said party of the second part shall disinter and remove the remains of said decedent___ in the manner and on the terms and conditions as aforesaid, and in a good and workmanlike manner, all at the cost and expense of the said party of the second part.

And, for the consideration hereinabove set forth, the said part___ of the first part hereby releases unto the said party of the second part any and all rights of sepulcher or easements of burial, or rights to make any further burials in the aforesaid cemetery or burial plot located within the proposed right of way of the said Project No. _____.

The said party of the second part as part of the consideration hereinabove set forth will purchase an Urn for the placement of the Cremains, and the part___ of the first part by placing their signature upon on this Deed does now and forever relinquish unto the party of the second part, any and all rights to have the cremains entombed or reinterred in a burial lot, crypt space, cremation bench, amphoria, or the like.

And, for the consideration hereinabove set forth, the said part___ of the first part do___ hereby grant and convey unto the party of the second part all their right, title and interest in the portion of said cemetery within the right of way limits of said project. The part___ of the first part do___ hereby request and

authorize that the consideration herein be made payable
to_____.

This is a transfer exempt from West Virginia excise taxes on property transfers under Chapter 11, Article 22, Sections 1 and 2 of the Official Code of West Virginia of 1931, as amended.

WITNESS the following signatures and seals.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

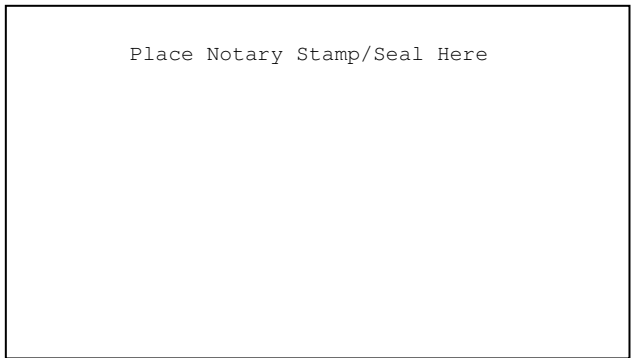
STATE OF _____

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the
County and State aforesaid, do hereby certify that _____
_____, whose
name___ are/is signed to the foregoing writing, bearing date on the____day of
_____, 20___, ha___ this day acknowledged the same before me
in my said County.

Given under my hand this _____ day of _____, 20___.

My Commission expires _____.



Notary Public

THIS INSTRUMENT WAS PREPARED
FROM A FORM PROVIDED BY THE
LEGAL SERVICES SECTION,
RIGHT OF WAY DIVISION,
WVDOT, DIVISION OF HIGHWAYS,
BUILDING #5
1900 KANAWHA BLVD. EAST
CHARLESTON, WV 25305-0430

PROJECT NO. _____

PARCEL NO. _____

D E E D

RELOCATION OF GRAVES

THIS DEED, Made this _____ day of _____, 20____, by
and between _____

_____, part__ of the first part, and the WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, party of the
second part.

W I T N E S S E T H:

WHEREAS, for the purpose of constructing and maintaining and
otherwise improving West Virginia Department of Transportation, Division of
Highways Project No. _____ through
_____ District, _____ County, West Virginia, it
becomes necessary to disinter and remove the remains of certain pets now
located and interred in graves within the area of the right of way of said project.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00)
Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the
further _____ consideration _____ of
(\$ _____) _____ Dollars and of the
terms and conditions herein set forth to be kept and performed by the said
respective parties hereto, the said part__ of the first part do__ hereby grant unto
the said party of the second part the right and privilege to disinter and move in a
proper manner the remains of the following pets: _____

_____,and of any of our/my relatives and/or pets now interred within the area of the proposed right of way of said road, and inter the said remains in a new grave, situate in a burial plot at what is now known as_____

_____, _____ County,_____, to be acquired by and at the expense of the said party of the second part in accordance with the customs and regulations of said cemetery.

The said party of the second part shall disinter and remove the remains of said decedent___ in the manner and on the terms and conditions as aforesaid, and in a good and workmanlike manner, all at the cost and expense of the said party of the second part.

And, for the consideration hereinabove set forth, the said part___ of the first part hereby releases unto the said party of the second part any and all rights of sepulcher or easements of burial, or rights to make any further burials in the aforesaid cemetery or burial plot located within the proposed right of way of the said Project No. _____.

And, for the consideration hereinabove set forth, the said part___ of the first part do___ hereby grant and convey unto the party of the second part all their right, title and interest in the portion of said cemetery within the right of way limits of said project. The part___ of the first part do___ hereby request and authorize that the consideration herein be made payable to_____

This is a transfer exempt from West Virginia excise taxes on property transfers under Chapter 11, Article 22, Sections 1 and 2 of the Official Code of West Virginia of 1931, as amended.

WITNESS the following signatures and seals.

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

STATE OF _____
COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the
County and State aforesaid, do hereby certify that _____
_____, whose
name___ are/is signed to the foregoing writing, bearing date on the _____
day of _____, 20____, ha____ this day acknowledged the same
before me in my said County.

Given under my hand this _____ day of _____, 20____.
My Commission expires _____.

Notary Public

Place Notary Stamp/Seal Here

THIS INSTRUMENT WAS PREPARED
FROM A FORM PROVIDED BY THE
LEGAL SERVICES SECTION,
RIGHT OF WAY DIVISION,
WVDOT, DIVISION OF HIGHWAYS,
BUILDING #5
1900 KANAWHA BLVD. EAST
CHARLESTON, WV 25305-0430

Date: _____

I, _____, give permission for
_____ to make the necessary arrangements for
the relocation of the following members of my family:

Name

Name

Name

Name

Signature

Declaration of Heir(s)
Of

I, _____, _____ of the above, after a diligent effort to ascertain
 (Name) (Relationship)
 the below names and relationships believe the persons listed below to be the heirs of _____
 and to the best of my knowledge and belief this is a complete and accurate list of all the heirs known to me.

[illegible]

Show additional Names on back

Sign and notarize back of Document

Name	Relationship	Address (Note if Deceased)	SS Number	Birthdate	Telephone Number

I, **thereby believe the foregoing to be the true and lawful list of heirs of the above named decedent, and to the best of my knowledge and belief, these are all of the heirs known to exist at the time of affixing my signature hereto.**

STATE OF _____

COUNTY OF _____, To-wit:

(Sign here in witness of a Notary)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____,whose name(s) are/is signed to the foregoing writing, bearing date on the ____ day of _____, 20____, ha____ this day acknowledged the same before me in my said County.

Place Notary Stamp/Seal Here

F

Given under my hand this ____ day of _____, 20____.

My Commission expires _____.

Notary Public

PROJECT NO. _____
 PARCEL NO. _____
 COUNTY _____

AGREEMENT
 FOR
 REINTERRING THE REMAINS OF
 DECEDENTS ON PRIVATE LAND

THIS AGREEMENT, Made this _____ day of _____, _____, by and between _____ part _____ of the first part, and West Virginia Division of Highways, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party _____ of the first part do hereby give unto the West Virginia Division of Highways, its agents, employees and contractees, the right and privilege to enter upon the property of the party/ies of the first part, situate and located in _____ District, _____ County, West Virginia, for the purpose of reinterring the remains of decedents, including but not limited to the activities of opening and closing of grave(s), establishing ingress/egress to site by whatever means, erecting monuments, right to reenter within 90 days or less to refill if settlement occurs, said parcel or tract of land described on the attached sheet(s).

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

STATE OF WEST VIRGINIA,
 COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name/s is/are signed to the writing hereto annexed bearing date the _____ day of _____, _____, has/have this day acknowledged the same before me in my said County and State.

Given under my hand this _____ day of _____, _____.

My commission expires _____.

 Notary Public

NOTICE TO CONTRACTORS

Sealed bids covering the disinterment and reinterment of the remains of approximately (____)_____ decedents from the _____ Cemetery situate within the right of way limits of the West Virginia Department of Transportation, Division of Highways' Project _____, _____ District, _____ County, West Virginia, to other locations as set forth in the contract proposal, will be received by the West Virginia Department of Transportation, Division of Highways, at its Central Right of Way Office at the Capitol Complex, Building 5 Room 820, 1900 Kanawha Boulevard East, Charleston, West Virginia, 25305-0430 until 1:00 PM on the _____ day of _____, _____. The next business day at 11:00 AM said bids will be publicly opened and read at the West Virginia Department of Transportation, Division of Highways, Capitol Complex, Building 5, Room 820, Charleston, West Virginia, 25305-0430. The grave sites within the aforesaid cemetery are shown upon said right of way plans of the West Virginia Department of Transportation, Division of Highways.

Each proposal must be submitted on West Virginia Department of Transportation, Division of Highways approved forms and must conform with Department plans and specifications for said work and contract provisions, copies of which are available at said Right of Way office or by calling (304) 558-9321. Performance bond will be required of successful bidder.

The work to be performed is part of a Federal-aid construction contract including, but not limited to, equal opportunity provisions, predetermined minimum wage rates determined by the United States Secretary of Labor and the West Virginia Department of Commerce, Labor and Environmental Resources, Division of Labor. The West Virginia Department of Transportation, Division of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the West Virginia Department of Commerce, Labor and Environmental Resources, Division of Commerce (15 C.F.R.; Part 8), issued pursuant to such act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, religion, color, sex, national origin or disability in consideration for an award.

Proposal guaranty of \$500.00 or 5% of total bid, whichever is greater, is required to be submitted with each bid. Surety bond, Cashier's or Certified Check only will be submitted with each bid. Surety bond, Cashier's or Certified Check only will be acceptable.

The right is reserved to reject any or all proposals.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

_____, Director
Right of Way Division

NOTE: On a Notice to Contractor with a Mandatory Pre-Bid the following should be inserted between the first and second paragraphs.

A Mandatory On-Site Pre-Bid Conference will be held at Time a.m./p.m. on Day of week Month Date, Year, at the Location of conference building cemetery, etc., with all potential bidders meeting at Description of Location of the meeting place. Attendance is required at the pre-bid meeting by all bidders on this project to familiarize themselves with the cemetery site, the reinterment sites, the details and scope of work required, and other relevant information. Failure to attend this pre-bid conference by any Bidder will result in their Bid being disqualified.

EXAMPLE
Transmittal Letter for
Notice to Contractors

(Use Current Letterhead)

(Date)

(Name and Address
Of Newspaper)

To Whom It May Concern:

Project (State and Federal number if any)
Parcel (Parcel Number and Cemetery Name) Cemetery
(County Name) County

Please publish the attached Notice to Contractors, for invitation of bids, under legal advertisements on the following dates.

(DAY & DATE)
(DAY & DATE)
(DAY & DATE)

Upon completion of this advertisement, please render an invoice as follows:

1. Invoice – Original showing date or dates published, number of words, and the rate per word. You must show your Federal Employment Identification Number.
2. Certificate of Publication – Original newspaper clipping must be attached, and all certifications must be fully executed.

The above steps must be complied with before your invoice can be paid.

Please submit invoice promptly to (Name of Director), Director, Right of Way Division, West Virginia Division of Highways, Building 5, Room 820, 1900 Kanawha Boulevard East, Charleston West Virginia 25305-0430. This invoice is needed as evidence of publication. Any questions should be directed to (Cemetery Coordinator Name) at (304) (Coordinators Number).

Sincerely yours,

(Name of Director)
Director
Right of Way Division

Enclosures
XXX:xx

CONTRACTOR'S PROPOSALTO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

Proposal of _____
 of _____, for the
 relocation of the _____ Cemetery, located left and right of
 Stations _____, known
 as Project No. _____,
 _____ County, West Virginia.

The undersigned hereby proposes to remove and reinter according to the specifications now on file in the office of the West Virginia Department of Transportation, Division of Highways, those bodies or remains buried in the above-named cemetery.

The undersigned declares that he has carefully examined the form of contract and specifications, and the drawings therein referred to, and will provide all necessary machinery, tools and apparatus, and furnish all labor and materials and things necessary in the relocation of said cemetery.

Said proposer or his representative has personally examined all the cemeteries listed in said contract, and is acquainted with all the conditions and requirements and the location, ground, material, etc., and is relying on personal knowledge, and not the Department of Transportation, Division of Highways' Estimate, but should the number of gravesites to be relocated differ from the number estimated in the contract or specifications, then the Contractor agrees to remove and reinter all bodies at the unit price hereinafter set forth. The undersigned agrees to do all the work in the most substantial and workmanlike manner called for by said contract and requirements for the unit prices named below and in order to meet with the requirements in the instructions to bidders, the following price is submitted.

UNIT PRICE SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>
1.	Opening and backfilling graves containing wooden Caskets/Vaults or remains in the existing Cemetery.	_____	\$ _____	\$ _____
1A.	Opening and backfilling graves with Metal Caskets or Vaults in existing Cemetery.	_____	\$ _____	\$ _____
1B.	Furnishing wooden containers for the remains. See Item No. 4 of specifications.	_____	\$ _____	\$ _____
1C.	Furnishing concrete or metal Vaults for reintering remains as requested by reinterment cemetery or as needed to replace existing Vault.	_____	\$ _____	\$ _____

UNIT PRICE SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>
1D.	Opening and backfilling of explored graves (possible graves to be examined at the discretion of the State's inspector).	_____	\$ _____	\$ _____
2.	Removing from existing grave site, transporting and reintering remains at new grave site in the (Name of Cemetery and Location). This item includes opening and closing.	_____	\$ _____	\$ _____
2A.	Removing from existing grave site and transporting remains in existing vaults to new grave site in the (Name of Cemetery and Location). This item includes opening and closing, or payment to proper officials of reintering Cemetery for opening and closing.	_____	\$ _____	
	\$ _____			
2B.	Removing from existing grave site, transporting remains to new grave site in the (Name of Cemetery and Location), reintering in vaults as required by reinterment Cemetery. This item includes opening and closing, or payment to proper officials of reintering Cemetery for opening and closing.	_____	\$ _____	\$ _____
3.	Removing existing monuments, markers gravestones, footstones, ornaments and/or bronze plaques and transporting to the (Name of Cemetery and Location). Contractor to re-erect the markers per specifications or make payment to proper officials of reintering Cemetery for services.			
Class A.	Gravestones & Monuments removed and re-erected, weighing less than 100 lbs.	_____	\$ _____	\$ _____
Class B.	Gravestones & Monuments removed and re-erected, weighing 100 lbs. or more, but less than 500 lbs.	_____	\$ _____	
	\$ _____			
Class C.	Gravestones & Monuments removed and re-erected, weighing 500 lbs.			

or more, but less than 1,000 lbs. _____ \$ _____ \$ _____

Class D. Gravestones & Monuments removed
and re-erected, weighing 1,000 lbs.
or more, but less than 2,000 lbs. _____ \$ _____ \$ _____

UNIT PRICE SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>
Class E.	Gravestones & Monuments removed and re-erected, weighing 2,000 lbs. or more.	_____	\$ _____	\$ _____
4.	Furnishing of Markers			
4A.	Perpetual care Cemetery: Furnishing markers as required by (Name of Cemetery and Location), see Item No. 17 of specifications.	_____	\$ _____	\$ _____
4B.	Non-perpetual care Cemetery: Furnishing markers as required by Department in the (Name of Cemetery and Location), see Item No. 17 of specifications.	_____	\$ _____	\$ _____
5.	Roads			
5A.	Establishing ingress and egress to the disinterment Cemetery site.	_____	\$ _____	\$ _____
5B.	Establishing ingress and egress to the new grave(s) site at the (Name of Cemetery and Location).	_____	\$ _____	\$ _____
6.	Trenching: Upon completion of disinterment and reinterment of graves, the entire cemetery or area designated by the State's inspector will be trenched by backhoe, see Item No. 9 of specifications. This is to insure that all remains have been removed.	_____	\$ _____	\$ _____
7.	Sanitary Provisions, see Item # 21G of specifications.	_____	\$ _____	\$ _____

Total Items 1 through 7. BID PRICE \$ _____

The undersigned states and deposes that he has no interest, direct or indirect, in any other bid for the work covered by this proposal.

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____
_____, whose name___ are/is signed to
the foregoing writing, bearing date on the _____day of _____, 20____,
ha___ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 20_____.

My Commission expires _____.

Place Notary Stamp/Seal Here

Notary Public

SPECIFICATIONS for Disinterring and Reinterring the Remains of Decedents buried in
 _____ Cemetery, to be
 relocated by the West Virginia Department of Transportation, Division of Highways
 Project _____,
 County.

1. GENERAL:

All labor, tools, equipment and permits necessary for the disinterring, moving, and reinterring are to be furnished by the Contractor. Erosion Control is to be utilized to control soil runoff.

In the event additional graves are discovered, they must be verified, staked, photographed, and documented by the West Virginia Department of Transportation, Division of Highways' personnel prior to removal by the Contractor.

2. OPENING OF GRAVES:

All excavation in old grave locations shall be performed by hand digging and shall be of the necessary depth and dimensions to properly remove any existing remains. If no remains are found, the excavation shall be carried to a depth sufficient to determine if the remains of a grave are present. Such depth will be left up to the direction of the State's inspector. If no remains have been found at this location, the inspector shall determine whether any body has been buried. If he determines that a body has been buried there, he shall direct the Contractor to collect not less than 0.03 m³ (1cubic foot) of the material at the bottom of the excavation and shall reinter such as the last remains. If it is determined, that no remains were buried within the area opened as a grave, then it will be noted as explored and paid as such. Contractor shall refill all opened graves. No grave opened or partially opened shall be left uncovered during such time inspector or guard is absent or during rainy weather.

On graves containing concrete vaults, metal vaults and/or caskets, the use of motorized machinery will only be allowed to open the grave to the top of the concrete vault, metal vault and/or casket. After the grave is opened, the remaining excavation shall be performed by hand digging a minimum of 152mm (6 inches) beyond the vault or casket perimeter to the bottom of the grave. Both ends of the vault or casket will be opened a minimum of 304 mm (12 inches) beyond the length of the container and to a depth to ensure the attachment of a proper device such as a cable, chain, rope, strap, etc. beneath the underside of the vault or casket at each end. The vault or casket will be lifted by means of a device being placed beneath the container, one at each end, in a manner to keep the remains in a horizontal position (level) at all times. A tripod with hoist, boom truck, crane, backhoe, etc. may be connected to the lifting devices and used to lift the concrete vault, metal vault and/or casket from the grave.

Multiple graves are those where more than one deceased is buried in a common area, not considered as a standard size burial plot. Where it is determined, that there is more than one

deceased in a standard plot at different levels, each will be considered as separate interments and reinterments.

Explored Site (possible grave) will be opened the same as excavation of old grave locations to a depth as determined by the State's Inspector to ensure if a grave exists or not. If a grave is discovered it will be assigned a number, stake and photographs taken, and paid as a separate grave and the unit for explored grave reduced.

3. BODY AND ARTICLES TO BE MOVED:

All of the body, or last remains, including such jewelry, identification marks, and other such items, casket, coffin, or other container, are to be removed from each grave, transferred and suitably buried in the new grave. In cases of excessive wood removed from burial site, the wood/boards lying above the decedent remains may be disposed of at the direction of the State's inspector, the material cannot be buried, but is to be disposed of by contractor. Where there is an existing metal casket and or metal vault the is damaged to a point beyond reuse the contractor is responsible to remove from site and dispose of at a proper landfill or salvage yard. Concrete Vaults that are not reusable are to be broken into small pieces and can be disposed of at site.

4. CONTAINERS:

Except where the existing rough box or casket is in good condition and can be moved intact, the Contractor shall disinter, transport and reinter in proper containers, the remains of all decedents to such places that may be designated by the West Virginia Department of Transportation, Division of Highways, said containers shall be metal caskets as specified in bid proposal or a wooden box constructed of 20 mm ($\frac{3}{4}$ inch) plywood or boards. If constructed of boards, they shall be of a good quality commercial lumber, sound, free of loose knots and having a nominal thickness of 25 mm (1 inch). Screw nails shall be used with plywood. Plywood, A - C grade, is the minimum grade acceptable. The wooden box used by the Contractor shall be of suitable size to remove all contents of the grave but in no case shall any container be less than 508 mm x 254 mm x 1 524 mm (20" x 10" x 5') in size. The existing container of the original interment can be used providing it is still in good condition, which permits moving it as a unit.

Some cases may require the Contractor to construct a larger box to contain the contents of a grave. This will be done at the direction of the State Inspector at no additional cost to the State. This will be paid at the same unit price as contained in the bid proposal.

On certain projects where the existing container has failed and cannot be moved, something other than the specified casket or wooden box might be required. If such a project would occur, the specifications and quantity for the type of containers will be made part of the Contractor's Proposal and paid at the unit price as contained in the Bid Proposal and per Section 20c as contained herein.

5. REMOVING AND TRANSPORTING OF BODIES:

The body or last remains, coffin or other container is to be removed from the grave, placed in the casket or rough box (if necessary), sealed and covered until transferred. When loading, the remains shall be kept in a horizontal position at all times. The container shall be placed in a closed conveyance or on a trailer, tightly covered so no portion is exposed, for transportation to the designated cemetery and reinterred in accordance with the regular burial procedure, however, no person or persons shall ride in the enclosed portion of the conveyance containing the remains of the deceased persons. If reintering cemetery requires grave opening/closing and reintering be done by its own forces and the Department did not purchase this, then this cost should be included in the contractor's bid unit price. The Contractor shall make payment to the Cemetery for its services.

6. REINTERING:

The Contractor shall perform all excavation of whatever material encountered, including rock, for new graves to the necessary dimensions to permit free entry of the box, container or vault to be placed therein. The new grave shall be dug to a depth sufficient to ensure a minimum of 915 mm (3 feet) over the container in nonperpetually maintained cemeteries or as specified per the regulations of the perpetual cemeteries, said distance to be measured to finished, graded ground surface. All reinterments by the Department will be placed in vault or grave liners as per bid proposal. New graves shall not be excavated more than one day prior to reinterment unless otherwise directed by the Division of Highways' inspector in charge. All reburial should be placed on a as level of bottom as possible and no items (ex. Rocks, clods of dirt, etc.) place beneath to level.

7. BACKFILL:

Materials for backfill and new graves shall consist of the excavated materials or borrow of materials approved by the inspector in charge and shall be free of trash, lumber, large clods or other debris. Backfill shall be placed in such a manner as to provide compaction of a density at least equal to the density of adjacent earth so as to prevent settlement or shrinkage. Backfill on new graves shall not be mounded but shall be leveled off flush with the surrounding ground. In the event settlement or sinking and /or shifting of the monument should occur within a period of 90 days after completion of the contract, the Contractor shall be required to refill all areas where settlement occurs and correct the monument placement at no additional cost to the West Virginia Department of Transportation, Division of Highways.

8. ROADS:

It shall be the responsibility of the Contractor to reach the disinterment cemeteries and the reinterment site by the most feasible routes at the time the work called for under this contract is performed. Contractor may be required to establish ingress and egress by whatever means.

9. TRENCHING OF THE DISINTERMENT CEMETERY:

Upon the removal of all known graves at the disinterment site, it can be necessary to trench within the existing cemetery to search for any additional graves, so as to ensure that all remains have been removed. This is performed by digging parallel trenches approximately 914 mm (3 feet) apart, to a depth of 457 mm to 610 mm (18 to 24 inches) at the direction of the State Inspector. The trench opening shall have a width between 457 mm to 610 mm (18 to 24 inches). The Contractor and Inspector will view the side walls for any signs of a grave. The Department may choose in lieu of trenching to use the open pit method where all of the earth in the burial area is excavated to a depth as directed by the State's Inspector, no less than 3 feet, and the area probed to determine if additional burial are present. The Contractor will also provide the necessary personnel to probe the bottom of the trench or pit at 305 mm (12 inches) intervals. The trenching or open pit method, if required, will be added as a bid item in the Contractor's Proposal and includes costs for seeding and mulching of this site.

10. MARKING OF GRAVE SPACES:

Each grave space shall be marked with a wood stake prior to any reinterment, and the grave identification marked on the stake for grave identification by the inspector in charge and the Contractor. Stakes that protrude above the ground surface shall be removed prior to completion of the work.

11. SEEDING:

The ground at the newly dug graves and any other disturbed areas in the reinterment cemetery shall be suitably graded to drain, prepared, fertilized, seeded, and mulched at a favorable season of the year for grass to grow to maturity.

12. FERTILIZER:

The minimum composition 10-6-4 (10 percent nitrogen, 6 percent phosphoric acid, 4 percent potash) shall be applied uniformly over the areas to be seeded at a rate of 0.5 kg per 0.84 m² (1 pound per square yard), and shall be incorporated into the soil to a depth of approximately 50 mm (2 inches).

13. SEED:

Seed shall be labeled in accordance with the U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation for Bids. All grass seed shall have a maximum weed content of 1 percent. The seed mixture shall be made up in the following proportion, by weight:

<u>Kind of Seed</u>	<u>Percent by Weight</u>
Kentucky Bluegrass	50%
Chewing Fescue	20%
Alta or Kentucky 31	30%

Seed may be broadcast either by hand or approved sowing equipment at a rate of approximately 0.5 kg per 21 m² (1 pound per 25 square yards).

14. MULCHING:

The areas to be seeded shall be mulched with straw at the rate of approximately 3 362 kg per hectare (3,000 pounds per acre). The mulch shall be anchored as directed in the field.

15. PAYMENT:

No separate payment will be made for the work covered by Sections 11, 12, 13, and 14 and all costs in connection therewith shall be included in the applicable contract price for the opening/closing bid item to which the work pertains.

16. REMOVAL AND RESETTING OF MONUMENTS AND GRAVE MARKERS:

The Contractor shall remove all monuments, headstones, footstones, gravestones, and grave markers, including all metal markers and ornaments of value from the existing cemetery, and transport and reset them at the proper graves in the reinterment cemetery. All such items shall be clearly marked to ensure their replacement over the correct grave. The State's inspector shall determine any other items of value to be moved. The Contractor shall take all precautions to protect such articles from damage during his operations and shall, as determined by the State's inspector, either repair or replace at his own expense any such articles which may be broken, damaged, lost or stolen in the process of relocation.

Stones, which are too heavy to handle by hand,, shall be handled with fiber rope or leather slings. Wire rope or chain slings will not be permitted. All stones shall be adequately supported and braced during transportation. Supports and bracing shall be of wood. All gravestones and monuments shall be reset in as good a condition in the reinterment site on concrete foundations of such size that they extend beyond the outside limits of the

monument base by not less than 152 mm (6 inches) all around for the full depth of the foundation. Any monument exceeding 1.5 m (5 feet) in height shall have a foundation extending 305 mm (12 inches) beyond its base on all sides. This outside margin of the base shall be finished to provide a 20 mm ($\frac{3}{4}$ inch) drop, or slope to the outside edge on all four sides. The outside edges of the concrete base shall be 50 mm (2 inches) above the finished grade. Except for the 50 mm (2 inches) above grade, no forms will be required for the foundations, provided that reasonably neat lines can be excavated. The concrete foundations shall be set for a depth and thickness at least equal to the original setting, but not less than 457 mm (18 inches), with the exception that foundations for small stones shall be set to a depth of not less than 305 mm (12 inches). Stones shall be set in mortar upon their foundations, with the exception that slab type monuments shall be inserted in the concrete after it has attained its initial set, leaving the same length of the monument above the concrete that was above the ground line in the original setting. All monuments shall be set plumb and true to the lines set by the inspector. Monuments of more than one piece may be moved as separate pieces and reset in the reinterment site in their original condition and position, and joined together with a suitable bonding material. Specifications for concrete used in base or foundation for monuments shall be one part cement, two parts sand and four parts clean gravel, not exceeding 38 mm (1½ inches) in diameter.

Any existing broken monuments shall be removed and reset in a horizontal position on concrete bases on their respective graves in the reinterment site. The methods used and the quality of work to be done shall be in accordance with the accepted best procedure. Some perpetual care cemeteries require that their own forces set the monument(s) within the reintering cemetery. If that is the case, then this cost shall be included in the Contractor's bid unit price, unless purchased by the Department, and the Contractor shall make payment to the cemetery for its services.

17. FURNISHING OF MARKERS:

The Contractor shall furnish marble or granite markers for all unknown graves and for those graves identified but which have no identifying marker. There will also be cases where existing markers will not be accepted by the perpetual care cemeteries and a new marker or monument will be furnished as part of the contract. This marker and/or monument shall be in accordance with the minimum required specification of the perpetual care cemeteries. Vases will be required for markers and/or monuments in the perpetual care cemeteries. The methods used and the quality of work to be done shall be in accordance with the accepted best practice or as required by the reintering cemetery. A granite marker shall be furnished in non-perpetual care cemeteries. This marker shall be a minimum size of 200 mm x 100 mm x 405 mm (8" x 4" x 16") or larger. All markers shall include an average of three lines of lettering indicated by the West Virginia Department of Transportation, Division of Highways, markers can be in-bedded into the soil on solid ground with no footing to a depth of at least 25 mm (1") and monuments set on a foundation of concrete 152 mm (6 inches) in thickness with a minimum margin of 76 mm (3 inches) extended around the marker flush with original ground level or as required by the reintering cemetery.

18. RELIGIOUS SERVICES:

If the next of kin desire to hold religious services at the grave of their deceased relatives, such service shall be permitted by the Contractor at the disinterment and/or reinterment sites. In like manner, private funerals at the reinterment cemetery involving original interments by private agencies shall be permitted by the Contractor when properly authorized by the cemetery owner. In all cases involving original interments, the Contractor shall take such measures as may be required to make the designated burial lot available and accessible at the time designated by the cemetery owner. The Contractor shall cease all operations at the site during such times as private funerals or religious services are being held in the cemetery. An extension of time equal to that lost due to the suspension of operations during private funerals or religious services will be granted by the State's inspector. An accurate record of all such suspensions shall be kept by the Contractor and the State.

19. PRIVATE REMOVAL:

- a. In the event the next of kin prefer to move the decedent's remains instead of having it done by the West Virginia Department of Transportation, Division of Highways, performance of such removal will be withdrawn from the Contractor and the decedent's next of kin may make private provisions with the Contractor or with any other person qualified for such removal. The West Virginia Department of Transportation, Division of Highways will pay to the Contractor or such other qualified person after removal and receipt of a release from the next of kin, the unit price listed in the Contractor's proposal for such removal and reinterment.
- b. In the event the reintering cemetery requires that their own forces open and close the relocated grave, the Contractor shall pay for same and be reimbursed by the West Virginia Department of Transportation, Division of Highways at the unit price bid.
- c. The West Virginia Department of Transportation, Division of Highways reserves the right to withdraw from the contract any removal it deems expedient or necessary.

20. MEASUREMENT AND PAYMENT FOR MOVING GRAVES:

- a. Opening & Backfilling Graves: All work in connection with opening and backfilling graves in the existing cemetery will be measured as one unit for each grave opened and backfilled at the direction of the State's inspector and will be paid for at the contract unit price for "Opening and Backfilling Graves in Existing Cemetery". Graves containing more than one body or remains will be paid for as only one unit.
- b. Opening of Explored Graves: All work in connection with opening and backfilling of explored holes in the existing cemetery will be measured as one unit for each explored hole opened and refilled, this will be paid for at the contract price for "Opening and Backfilling of Explored Graves". If no opening/closing of Explored Graves were included in the Contract Proposal and its later

determined by the State's Inspector that explored holes are required, then this will be measured as one unit for each hole opened and refilled. This will be paid for at the contract unit price for "Opening and Backfilling Graves in Existing Cemetery".

- c. Furnishing of Caskets and/or Wooden Containers and Vaults: Casket and/or Wooden containers for the remains will be measured as one unit for each grave opened, except for multiple graves where payment will be made for additional containers at the direction of the State's Inspector for the contracted price. Vaults, concrete or metal, and grave liners will be furnished and paid at the contracted price as required by the reinterment cemetery or the Department.
- d. Removal and Reinterment of Bodies and Remains: Bodies and remains removed from the existing cemetery, boxed, placed in a vault if required, transported and reinterred in the new cemetery, including the excavation and backfill of the new graves, will be measured as one unit for all bodies and remains removed from each respective grave, and paid for at the contract unit price for "Removing Remains, Transporting, Reintering, Opening and Closing". Where bodies are obtained from a multiple grave and boxed separately, payment will be made for additional interments. Where two bodies or remains from two separate graves are reinterred in one grave, such reinterment will be considered as only one unit for payment purposes. The removal or reassembling of vaults of any kind, as provided herein, shall be included in this contract price. If reintering cemetery requires grave opening and closing done by its own forces, this cost should be included in the contractor's bid unit price if not purchased by the Department. The Contractor shall make payment to the cemetery for its services.
- e. Measurement and Payment for Moving Gravestones and Monuments: Gravestones, headstones, grave markers, and monuments removed from the existing cemeteries, transported and re-erected in the new location will be measured as one unit for each complete unit of stone removed and reset, and will be paid for at the applicable contract unit price for "Gravestones and Monuments Removed and Reerected" for the various weights of gravestones and monuments involved. Payment weights will be based on computed volume of the stones in cubic meters (cubic feet) as determined from measurements made by the inspector, multiplied by the weight per cubic meter (cubic foot) for the type of stone encountered. The weights to be used in determining payment weights will be 4.25 cubic meters (150 pounds per cubic foot) for sandstone gravestones and monuments and 4.81 cubic meters (170 pounds per cubic foot) for granite, limestone, and marble gravestones and monuments. The monuments at the foot of graves will not be counted as a separate item but their weights will be added to that of the headstone and all considered as one unit, except that on graves having a double headstone and two footstones, the extra footstone will be considered as a separate monument. Concrete for the bases will not be included in the determination of size and weights of the gravestones and monuments but the cost of such concrete for setting or reerecting will be included in the bid unit price.
- f. Furnishing of Monument(s): The Contractor shall furnish marble or granite markers as per specifications. The unit price will include the cost of monument(s), required lettering, concrete foundation, setting of monument(s).
- g. Trenching: The Contractor is required to trench or use the open pit method at the disinterment site,

will provide the equipment, operator, and personnel to probe as per specifications. This will be paid as one bid unit price.

21. GENERAL:

- a. Basis of Award: Award of all items will be made to one bidder and, therefore, bidders must quote on all items. The right is reserved as the interest of the West Virginia Department of Transportation, Division of Highways may require to reject any and all bids and to waive any informality in bids received. Bids not quoting on all items will not be considered.
- b. Instructions: The individual items taken collectively cover all phases of the work required to bring the job to completion as outlined in the specifications. The cost of each item listed or unit costs include all the labor, material, and equipment required to make a complete job. Items of material or labor not specifically mentioned but which, are a part of any item are to be included in the bid price for that item.
- c. Qualification of Bidders: Bidders will be required to show that they have the necessary equipment, facilities, experience and ability to perform the work in a satisfactory manner. Bidders must also be qualified to comply with the requirements of the West Virginia Department of Health or other applicable state regulations regarding the disinterment and reinterment of bodies. In the event the bidder does not hold a West Virginia embalmer license or funeral director license, he/she shall have a West Virginia licensed embalmer or funeral director serve as his/her sponsor, whose presence is required at all times during the operations of disinterment and reinterment of remains. This work shall be conducted under his/her supervision in accordance with the usual practices for the interment and disinterment of decedents. It will be necessary that the successful bidder has sufficient and adequate equipment for the carrying out of the provisions of any contract which may result from this invitation and the equipment of all bidders will be subject to an inspection by a representative of the West Virginia Department of Transportation, Division of Highways to determine whether or not the equipment offered by the bidder is sufficient and adequate before award is made.
- d. Purpose of Work: The purpose of the work covered by these specifications is the removal of bodies and remains, and gravestones, markers, and monuments from the existing disinterment cemetery within the area of a Division of Highways project, and the reinterment of the bodies and remains, the resetting of the gravestones, markers and monuments, and the furnishing and setting of new grave markers in the new cemetery sites hereinafter described, and all other items of work called for in these specifications or shown on the drawings attached hereto.

All work shall be performed in a workmanlike manner and special effort shall be made that it is done with care, decency and reverence for the remains of the deceased. The general public shall not be permitted within the work areas. **Only authorized personnel shall be permitted on site.**

- e. Contractor's Responsibility: The Contractor shall be responsible for the entire work under his contract and for all tools, appliances, and property of every description used in the disinterring, transferring and reintering of all bodies and the removal, transfer and re-erection of all gravestones, headstones, grave markers and monuments. The Contractor shall specifically and distinctly assume all risks of damage or injury to persons or property resulting from any actions or operation under his contract, or in connection with the work, and shall protect and defend the State and its officers and employees against all claims on account of injury or damage.

- f. Permits and Reports: The Contractor shall be responsible for and obtain all necessary permits from Federal, State, County and municipal authorities which may be necessary, at his cost, including burial removal permits (Form VS-035), which may be obtained from the County Registrar of Vital Statistics, and the Contractor shall furnish to the Federal, State, County and municipal authorities such reports or records as are required by law.
- g. Sanitary Provisions: The Contractor shall provide and maintain in a neat, sanitary condition and to the satisfaction of State's inspector, such accommodations for the use of his employees and State's inspector(s), as the inspector deems necessary and shall commit no public nuisance.
- h. Records: After completion of all disinterment and reinterment, the Contractor shall prepare and furnish to the District Right of Way Agent, one full and complete copy of his daily grave record, containing the Project Number, Name of Disinterment Cemetery, DOH Grave Numbers, Date Disinterred, Date Reinterred, Location of Reinterment, Inventory of all Items found during Relocation, Date and Sign each Sheet, Name of Deceased or Unknown can be shown in the Remarks Column. The Contractor shall keep a complete copy or original of the daily record at the project site of all bodies disinterred, transferred and reinterred. For the convenience of the next of kin, a current schedule indicating the approximate time at which disinterment of bodies will take place should also be available.

22. BOND:

At the time of the execution of a contract, the successful bidders shall execute and deliver to the West Virginia Department of Transportation, Division of Highways, a good and sufficient surety and/or collateral bond payable to the State of West Virginia in the amount of 100% of the contract price.

23. INSURANCE:

Contractor's General Liability Insurance: The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than: General Aggregate \$2,000,000, Products/Completed Operations Aggregate \$2,000,000, Personal & Advertising Injury \$1,000,000, Each Occurrence \$1,000,000, Fire Damage \$50,000, Medical Expense Limit \$5,000. This policy shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever, work involving these exposures are undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

Employer's Liability Insurance: The Employer's Liability policy must include coverage to protect the contractor for claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows: Each accident \$500,000, Each disease \$500,000, Each disease/employee \$500,000.

Automobile Insurance in the amount of not less than \$1,000,000 combined single limit and this policy shall include coverage for all owned, hired, or non-owned cars/trucks/equipment used on

the Project.

The Contractor must provide certificates or proof of all insurance with a 30-day notice of cancellation provisions, if an out-of-state company, policies must be co-signed by a West Virginia Insurance Agent. The certification of insurance must show the effective date and expiration date which should be for a length of time until the Bond is released after the completion of the contract.

24. WORKERS' COMPENSATION:

Contractor shall carry Workers' Compensation.

25. ON DUTY AT THE OPERATION:

Contractor shall have on duty at the site of the operation a West Virginia licensed embalmer or funeral director at all times that any work is in progress.

26. WAGES AND HOURS:

Contractor shall comply with minimum wage rates as established by the West Virginia Department of Labor, pursuant to Chapter 21, Article 5-A of the Official Code of West Virginia, 1931, as amended, and shall comply with the contract for Required Provisions Federal-Aid Contracts, the Work Hours Act of 1962 and Public Law 87-851, approved August 13, 1962, and the schedule containing the Wage Determination decision of the Secretary of Labor, made pursuant to authority contained in 23 USC 113, all of which are attached hereto and made a part hereof.

27. COMPLETION DATE:

The Contractor shall have the number of days specified in the Cover Letter of the Bid Package from date of the letting of the contract in which to complete this work. Time is of the essence in the completion of the proposed contract and failure to complete the contract within the specified time shall be grounds for the West Virginia Department of Transportation, Division of Highways stopping Contractor's work and completing the work itself or by others at the expense of the Contractor.

28. REJECTION OF SERVICES:

If a contract is made as a result of this bid and the services rendered are found not to be according to the contract, plans and specifications set forth, any and all of the work may be stopped and rejected by the inspecting officer under the contract. The Department thereupon will complete the work itself or by others at the expense of the Contractor.

29. REINTERMENT CEMETERIES:

Reinterment shall be in the cemeteries listed on a separate sheet and attached hereto or any other cemetery within an 80 km (50 mile) radius of the Disinterment Cemetery, or as

may be designated by the West Virginia Department of Transportation, Division of Highways.

30. CONTRACTOR NOT AGENT OF STATE:

It is understood that Contractor is not and shall not represent himself as being an Agent of the State of West Virginia or of the West Virginia Department of Transportation, Division of Highways, and Contractor further hereby agrees to indemnify and save harmless the West Virginia Department of Transportation, Division of Highways against any and all liability that will or may be incurred in the execution of this agreement.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSAL GUARANTY BOND

Project No. _____ County _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

hereinafter called the "Principal", and _____

a Corporation, incorporated under the laws of the State of _____
duly authorized to do business in the State of West Virginia, hereinafter called the "Surety", are
held and firmly bound unto the West Virginia Department of Transportation, Division of
Highways, in the full and just sum of Five Hundred (\$500.00) Dollars or Five (5%) percent of
the total bid, whichever is greater, lawful money of the United States of America, to be paid to
the State of West Virginia, for the benefit of the West Virginia Department of Transportation,
Division of Highways, which payment will and truly to be made and done, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

SIGNED, sealed and dated this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to
the West Virginia Department of Transportation, Division of Highways, a Proposal attached
hereto and hereby made a part hereof, to enter into a contract in writing for:

Project Name and/or No. _____

Parcel No. _____ Location _____

Brief description of work to be done and/or materials to be furnished:

NOW, THEREFORE:

- (a) If said Proposal shall be rejected by the West Virginia Department of Transportation, Division of Highways, or in the alternative,
- (b) If said Proposal shall be accepted by the West Virginia Department of Transportation, Division of Highways, and the Principal shall duly execute the Contract and furnish the required Contract Bond within the stipulated time;

then this obligation shall be void. Otherwise, the same shall remain in force and effect and the Principal and Surety will pay unto the obligee the amount of this bond, if the bidder fails to execute the Contract and file an acceptable Performance Bond within twenty (20) days after notice of award and such failure shall be just cause for annulment of the award; and it is understood by the bidder, in the event of such an annulment of the award or of the Contract, the obligee and beneficiary of this bond shall be entitled to recover the face amount of this bond from the Principal and Surety and the proceeds of such recovery shall be deposited in the Department of Transportation, Division of Highways' fund, not as a penalty, but as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Department shall accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

_____(SEAL)
(Individual)

_____(SEAL)
(Individual)

(SEAL) _____

By:_____

Title:_____

(SEAL) _____

By:_____

Title:_____

WITNESS:

POST OFFICE ADDRESS

COUNTERSIGNED AT _____, West Virginia,
this ____ day of _____, _____.

By:_____

Resident Agent

(FOR INDIVIDUALS)

STATE OF _____,

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for said
County and State, do hereby certify that _____

_____,

whose name _____ signed to the foregoing writing bearing date the _____ day
(is or are)

of _____, _____, ha_____ this day acknowledged the same before me
in my said County and State.

Given under my hand this _____ day of _____, _____.

My Commission expires _____.

Notary Public

(FOR PRINCIPAL IF A CORPORATION)

STATE OF _____,

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for said
County and State, do hereby certify that _____

_____ personally appeared before me in my said County and being by me duly sworn, did depose
and say that he/she is the _____ of the Corporation

(TITLE OF OFFICE)

described as the Principal in the writing above bearing date on the ____ day of
_____, _____, and as such is authorized by said Corporation to
execute and acknowledge bonds of said Corporation, and that the seal affixed to said writing is
the corporate seal of said Corporation and that said writing was signed and sealed by him for

(INSERT NAME OF CORPORATION)

by its authority duly given. And the said _____

(NAME OF PERSON)

has this day in my said County, before me, acknowledged the said writing to be the act and
deed of said Corporation.

Given under my hand this ____ day of _____, _____.

My Commission expires _____.

Notary Public

(FOR SURETY IF A CORPORATION)

STATE OF _____,

COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for said
County and State, do hereby certify that _____

_____ personally appeared before me in my said County and being by me duly sworn, did depose
and say that he/she is the _____ of the Corporation

(TITLE OF OFFICE)

described as the Surety in the writing above bearing date on the ____ day of
_____, _____, and as such is authorized by said Corporation to execute
and acknowledge bonds of said Corporation, and that the seal affixed to said writing is the
corporate seal of said Corporation and that said writing was signed and sealed by him for

(INSERT NAME OF CORPORATION)

by its authority duly given. And the said _____

(NAME OF PERSON)

has this day in my said County, before me, acknowledged the said writing to be the act and
deed of said Corporation.

Given under my hand this ____ day of _____, _____.

My Commission expires _____.

Notary Public

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
1900 Kanawha Boulevard East
Charleston, West Virginia 25305-0430

CONFIDENTIAL QUALIFICATION QUESTIONNAIRE
Relocation of Cemetery

1. Name and address of Organization

(a) Principal Office

Name: _____

Address: _____

2. Type of Organization

Corporation _____ If so, where incorporated _____

Partnership _____

Individual _____

3. Present Business _____

(a) Number of years in business: _____

(b) Number of current employees: _____

(c) List of equipment owned for proper relocation of cemeteries:

4. Licenses and Registrations

(a) West Virginia Funeral Directors License Number: _____

- (b) West Virginia Embalmers License Number: _____
- (c) Are you a registered vendor of the State of West Virginia Purchasing Division?
Yes ____ No ____ If yes, give your Vendor ID Number: _____
and FEIN Number: _____

Contractors Name: _____

WV Contractors License No.: _____

5. Cemetery/Grave Removal Experience:

- (a) Number of cemeteries relocated: _____
- (b) Approximate number of decedents disinterred and reinterred: _____

6. Give brief resume of your experience for this type of work:

Signed: _____
Title: _____
Date: _____, _____

STATE OF WEST VIRGINIA - PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **wwwOASIS.gov**. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at **www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf**.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit **www.state.wv.us/admin/purchase/VendorReg.html**. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual _____

Bidding Address _____

Ordering Address _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

DBA, if any _____

Bidding Address _____

Ordering Address _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

2. Vendor Tax Classification:

☐

Individual

☐

Sole Proprietor

☐

Partnership

☐

Corporation

☐

Board Member

☐

Trust

☐

Estate

☐

Government

☐

Medical Corporation

☐

Attorney Corporation

☐

Non-Profit Organization

☐

Payroll

☐

Employee

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN ☐, ITIN ☐, ATIN ☐)

4. (A) *Small, Women-Owned, Minority-Owned Businesses*

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status *(Check all those which apply)*

- ☐ **Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- ☐ **Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ **Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

5. Commodity Codes: You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at **vvOASIS.gov**.

6. List the name, title, city and state of residence for all owners/officers. If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

8. What is the latest Dun & Bradstreet number and rating on the vendor? _____

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☐ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code** §5A-3-12(e).

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Authorized Agent of Vendor (Print Name)

Authorized Agent (Signature)

Title

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

**BID PROPOSAL
DO NOT OPEN**

BID WILL BE OPENED

DATE: _____

TIME: _____

**Proposed Disinterment/Reinterment
Of _____ Cemetery
Project: _____
_____ County, West Virginia**

(Bidders Name)

(Bidders Address)

**FIRST CLASS
WV DEPT OF TRANSPORTATION
DIVISION OF HIGHWAYS
KANAWHA BOULEVARD, EAST
BUILDING 5 - STATE CAPITOL COMPLEX
CHARLESTON, WEST VIRGINIA 25305-0430**

TO:

**WV DEPT OF TRANSPORTATION
DIVISION OF HIGHWAYS
Right of Way Division
State Capitol Complex - Building 5 Room 820
1900 Kanawha Boulevard, East
Charleston, WV 25305-0430**

CONTRACT FOR THE RELOCATION OF GRAVES

THIS CONTRACT, Made this _____ day of _____, _____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called DEPARTMENT, and _____, a corporation, hereinafter called CONTRACTOR.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT is planning to award a contract for construction of Project No. _____, in _____ County, West Virginia, and in consideration of said project it is necessary to disinter and reinter approximately _____ (_____) bodies from what is known as the _____ Cemetery (Parcel No. _____), located between Stations _____ & _____ of said project, said reinterment to be made in accordance with specifications attached hereto and made a part hereof; and

WHEREAS, the DEPARTMENT advertised for bids covering said relocation of graves set out in specifications and plans and CONTRACTOR was the low bidder thereon, which bid was accepted by DEPARTMENT.

NOW, THEREFORE, for the consideration of One (\$1.00) Dollar cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration as hereinafter set out, the CONTRACTOR agrees to obtain all permits required by law, to furnish at its own cost and expense all necessary material, labor, tools and equipment, and to complete in a workmanlike and substantial manner, with care, decency and reverence shown for the remains of the deceased, the obligations hereinafter set forth.

CONTRACTOR agrees to disinter and reinter said bodies through and under the supervision of a West Virginia licensed embalmer or funeral director, and according to the said plans and specifications.

CONTRACTOR agrees to make such relocation of graves at the cost of _____ (\$_____) Dollars, and to complete such relocation within _____ (_____) working days from the date of the letting of this contract. Cost is the sum of the items listed in the Contractor's Proposal, based upon estimates of work to be performed, and in arriving at the actual sum to be paid, a tabulation shall be made of the items actually completed and payment made accordingly. Any deviation in the quantity shall not affect the unit price agreed upon.

The CONTRACTOR agrees that it is fully informed as to all conditions affecting the work to be done, as well as to labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research, and not wholly from any estimate of DEPARTMENT, and that it will make no claim against the DEPARTMENT by reason of any estimate, test or representations heretofore made by any officer or agent of the DEPARTMENT.

It is agreed that time is of the essence of this contract, and that in the event of failure to complete, within the time limit above set out, CONTRACTOR will reimburse DEPARTMENT an amount to be determined by DEPARTMENT as sufficient to cover fully any additional demonstrable costs incurred by DEPARTMENT because of such failure.

CONTRACTOR agrees that as a condition precedent to the effectiveness of this contract, it will furnish the DEPARTMENT the name, address and West Virginia license number, with its expiration date, of the embalmer or funeral director under whose continuous supervision the obligations hereunder are to be discharged, and that it will furnish DEPARTMENT with copies of the removal permits required for the disinterring and reintering of the said bodies.

It is further agreed that if at any time during the prosecution of the work, DEPARTMENT shall determine that the work provided for is not being performed according to the contract, plans or specifications, or for the best interest of the DEPARTMENT, it may suspend or stop this work under the contract while it is in progress and thereupon complete the work at the expense of the CONTRACTOR in such a manner as will be in accordance with the contract and in the best interests of the DEPARTMENT as provided herein.

It is understood and agreed that the said plans, specifications, attachments and Contractor's Proposal, copies of which are hereto attached, are each a part and parcel of this contract.

CONTRACTOR agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or its power to execute such contract, to any other person, company or corporation, without the previous consent in writing of DEPARTMENT.

A copy of the bond given by CONTRACTOR to secure a proper compliance with the terms and provisions of this contract is hereto attached and made a part hereof.

Upon completion of the work set forth herein and in the specifications, and after payment of taxes as required by law, DEPARTMENT will pay to CONTRACTOR the sums set forth in Contractor's Proposal for the work actually performed hereunder.

IN WITNESS WHEREOF, the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,

DIVISION OF HIGHWAYS, has caused its name to be signed by its proper official thereunto duly authorized and in witness whereof, _____, a corporation, has caused its corporate name to be signed by its proper official thereunto duly authorized.

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____
Its _____

ATTEST:

Its _____

_____,
a corporation
By _____
Its _____

ATTEST:

Its _____

CONTRACT FOR THE RELOCATION OF GRAVES

THIS CONTRACT, Made this _____ day of _____, _____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called DEPARTMENT, and _____, hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning to award a contract for construction of Project No. _____, in _____ County, West Virginia, and in consideration of said project it is necessary to disinter and reinter approximately _____ (_____) bodies from what is known as the _____ Cemetery (Parcel No. _____), located between Stations _____ & _____ of said project, said reinterment to be made in accordance with specifications attached hereto and made a part hereof; and

WHEREAS, the DEPARTMENT advertised for bids covering said relocation of graves set out in specifications and plans and CONTRACTOR was the low bidder thereon, which bid was accepted by DEPARTMENT.

NOW, THEREFORE, for the consideration of One (\$1.00) Dollar cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration as hereinafter set out, the CONTRACTOR agrees to obtain all permits required by law, to furnish at its own cost and expense all necessary material, labor, tools and equipment, and to complete in a workmanlike and substantial manner, with care, decency and reverence shown for the remains of the deceased, the obligations hereinafter set forth.

CONTRACTOR agrees to disinter and reinter said bodies through and under the supervision of a West Virginia licensed embalmer or funeral director, and according to the said plans and specifications.

CONTRACTOR agrees to make such relocation of graves at the cost of _____ (\$_____) Dollars, and to complete such relocation within _____ (_____) working days from the date of the letting of this contract. Cost is the sum of the items listed in the Contractor's Proposal, based upon estimates of work to be performed, and in arriving at the actual sum to be paid, a tabulation shall be made of the items actually completed and payment made accordingly. Any deviation in the quantity shall not affect the unit price agreed upon.

The CONTRACTOR agrees that it is fully informed as to all conditions affecting the work to be done, as well as to labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research, and not wholly from any estimate of DEPARTMENT, and that it will make no claim against the DEPARTMENT by reason of any estimate, test or representations heretofore made by any officer or agent of the DEPARTMENT.

It is agreed that time is of the essence of this contract, and that in the event of failure to complete, within the time limit above set out, CONTRACTOR will reimburse DEPARTMENT an amount to be determined by DEPARTMENT as sufficient to cover fully any additional demonstrable costs incurred by DEPARTMENT because of such failure.

CONTRACTOR agrees that as a condition precedent to the effectiveness of this contract, it will furnish the DEPARTMENT the name, address and West Virginia license number, with its expiration date, of the embalmer or funeral director under whose continuous supervision the obligations hereunder are to be discharged, and that it will furnish DEPARTMENT with copies of the removal permits required for the disinterring and reintering of the said bodies.

It is further agreed that if at any time during the prosecution of the work, DEPARTMENT shall determine that the work provided for is not being performed according to the contract, plans or specifications, or for the best interest of the DEPARTMENT, it may suspend or stop this work under the contract while it is in progress and thereupon complete the work at the expense of the CONTRACTOR in such a manner as will be in accordance with the contract and in the best interests of the DEPARTMENT as provided herein.

It is understood and agreed that the said plans, specifications, attachments and Contractor's Proposal, copies of which are hereto attached, are each a part and parcel of this contract.

CONTRACTOR agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or its power to execute such contract, to any other person, company or corporation, without the previous consent in writing of DEPARTMENT.

A copy of the bond given by CONTRACTOR to secure a proper compliance with the terms and provisions of this contract is hereto attached and made a part hereof.

Upon completion of the work set forth herein and, in the specifications, and after payment of taxes as required by law, DEPARTMENT will pay to CONTRACTOR the sums set forth in Contractor's Proposal for the work actually performed hereunder.

IN WITNESS WHEREOF, the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,

DIVISION OF HIGHWAYS, has caused its name to be signed by its proper official thereunto duly authorized and in witness of the following seal whereof, _____(Contractor), has caused his/her name to be signed.

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____
Its _____

ATTEST:

Its _____

(SEAL) _____
Contractor

ATTEST:

Its _____

CONTRACT FOR THE RELOCATION OF GRAVES

THIS CONTRACT, Made this _____ day of _____, _____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called DEPARTMENT, and _____, a partnership, hereinafter called CONTRACTOR.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT is planning to award a contract for construction of Project No. _____, in _____ County, West Virginia, and in consideration of said project it is necessary to disinter and reinter approximately _____ (_____) bodies from what is known as the _____ Cemetery (Parcel No. _____), located between Stations _____ & _____ of said project, said reinterment to be made in accordance with specifications attached hereto and made a part hereof; and

WHEREAS, the DEPARTMENT advertised for bids covering said relocation of graves set out in specifications and plans and CONTRACTOR was the low bidder thereon, which bid was accepted by DEPARTMENT.

NOW, THEREFORE, for the consideration of One (\$1.00) Dollar cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration as hereinafter set out, the CONTRACTOR agrees to obtain all permits required by law, to furnish at its own cost and expense all necessary material, labor, tools and equipment, and to complete in a workmanlike and substantial manner, with care, decency and reverence shown for the remains of the deceased, the obligations hereinafter set forth.

CONTRACTOR agrees to disinter and reinter said bodies through and under the supervision of a West Virginia licensed embalmer or funeral director, and according to the said plans and specifications.

CONTRACTOR agrees to make such relocation of graves at the cost of _____ (\$_____) Dollars, and to complete such relocation within _____ (_____) working days from the date of the letting of this contract. Cost is the sum of the items listed in the Contractor's Proposal, based upon estimates of work to be performed, and in arriving at the actual sum to be paid, a tabulation shall be made of the items actually completed and payment made accordingly. Any deviation in the quantity shall not affect the unit price agreed upon.

The CONTRACTOR agrees that it is fully informed as to all conditions affecting the work to be done, as well as to labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research, and not wholly from any estimate of DEPARTMENT, and that it will make no claim against the DEPARTMENT by reason of any estimate, test or representations heretofore made by any officer or agent of the DEPARTMENT.

It is agreed that time is of the essence of this contract, and that in the event of failure to complete, within the time limit above set out, CONTRACTOR will reimburse DEPARTMENT an amount to be determined by DEPARTMENT as sufficient to cover fully any additional demonstrable costs incurred by DEPARTMENT because of such failure.

CONTRACTOR agrees that as a condition precedent to the effectiveness of this contract, it will furnish the DEPARTMENT the name, address and West Virginia license number, with its expiration date, of the embalmer or funeral director under whose continuous supervision the obligations hereunder are to be discharged, and that it will furnish DEPARTMENT with copies of the removal permits required for the disinterring and reintering of the said bodies.

It is further agreed that if at any time during the prosecution of the work, DEPARTMENT shall determine that the work provided for is not being performed according to the contract, plans or specifications, or for the best interest of the DEPARTMENT, it may suspend or stop this work under the contract while it is in progress and thereupon complete the work at the expense of the CONTRACTOR in such a manner as will be in accordance with the contract and in the best interests of the DEPARTMENT as provided herein.

It is understood and agreed that the said plans, specifications, attachments and Contractor's Proposal, copies of which are hereto attached, are each a part and parcel of this contract.

CONTRACTOR agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or its power to execute such contract, to any other person, company or corporation, without the previous consent in writing of DEPARTMENT.

A copy of the bond given by CONTRACTOR to secure a proper compliance with the terms and provisions of this contract is hereto attached and made a part hereof.

Upon completion of the work set forth herein and, in the specifications, and after payment of taxes as required by law, DEPARTMENT will pay to CONTRACTOR the sums set forth in Contractor's Proposal for the work actually performed hereunder.

IN WITNESS WHEREOF, the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS, has caused its name to be signed by its proper official thereunto duly authorized and
in witness whereof, _____, a partnership, has caused
its name to be signed by its _____ thereunto duly authorized.

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____
Its _____

ATTEST:

Its _____

_____,
a partnership
By _____
Its _____

ATTEST:

Its _____

EXAMPLE
Contract Bond

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____, hereinafter
called the "principal" and _____,
a corporation, incorporated under the laws of the State of _____, hereinafter called
the "surety", are held and firmly bound unto the State of West Virginia in the full and just sum of
_____ dollars (\$ _____), lawful money of the United States of America, to be paid to the State of West
Virginia, which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally firmly by these presents.

Sealed with our respective seals and dated this _____ day of _____, _____. The
condition of this obligation is such: That whereas, the said "principal" as "contractor" has entered into a certain contract
dated the _____ day of _____, _____, with the West Virginia Department of Transportation,
Division of Highways, to build and complete according to the plans and specifications therein described and referred to, that
certain _____, in
_____ County, West Virginia, described as follows:

and

WHEREAS, It was one of the conditions of the award of said contract that this bond be executed by "principal" and
"surety" and delivered to the West Virginia Department of Transportation, Division of Highways.

NOW, THEREFORE, if the said "principal" as contractor, shall in all respects well and truly comply with the terms
and conditions of said contract, and his, their or its obligations thereunder, including the plans and specifications therein
described and referred to, all of which are made a part hereof, and such alterations and modifications as may be made in said
plans and specifications as therein provided, which alterations and modifications shall not operate to discharge the principal
or surety on this bond, and said contractor shall well and truly, and in a manner satisfactory to the West Virginia Department
of Transportation, Division of Highways, complete the work contracted for in accordance with the terms and conditions of
said contract and within the completion date therein specified, and shall promptly pay in full to the persons entitled thereto
for all materials, gas, oil, repairs, supplies, equipment, rental charges for equipment and charges for the use of equipment, and
labor used by contractor in and about the performance of such contract, including such claims, services, and obligations
against subcontractors, and shall save harmless the West Virginia Department of Transportation, Division of Highways, and
the State of West Virginia from any expense incurred through the failure of said contractor, including subcontractors, to
complete the work as specified, and for any damages growing out of the carelessness or negligence of said contractor, his,
their or its servants, agents and employees, or his subcontractors, their agents, servants, and employees, and shall fully pay
off and discharge and secure the release of any and all mechanics' liens which may be placed upon said property by any
subcontractor, laborer or material men, and shall also save and keep harmless the West Virginia Department of
Transportation, Division of Highways, and the State of West Virginia from all losses to it or them from any cause whatever
including patent, trade-mark, and copyright infringements in the manner of constructing said _____, then this obligation shall be null and void.
Otherwise, it shall remain in full force and effect.

_____(SEAL)
(Individual)

_____(SEAL)
(Individual)

(SEAL) _____
(Corporation)

By _____ Title _____

(SEAL) _____
Surety Company
By _____
Title: _____

WITNESS:

POST OFFICE ADDRESS

Countersigned at _____, West Virginia, this _____
day of _____, _____.

By _____
Resident Agent

(FOR INDIVIDUALS)

STATE OF _____

To-wit:

COUNTY OF _____

I, _____, a notary public in and for said County and State, do certify that _____ whose name _____ (is or are) signed to the foregoing writing bearing date the _____ day of _____, _____, ha____ this day acknowledged the same before me in my said County and State.

Given under my hand this the _____ day of _____, _____.

My commission expires _____.

Notary Public

(FOR CONTRACTOR IF A CORPORATION)

STATE OF _____

To-wit:

COUNTY OF _____

I, _____, a notary public in and for said County and State, do certify that _____ whose name _____ (is or are) signed to the foregoing writing bearing date the _____ day of _____, _____, ha____ this day acknowledged the same before me in my said County and State.

Given under my hand this the _____ day of _____, _____.

My commission expires _____.

Notary Public

(FOR SURETY IF A CORPORATION)

STATE OF _____

To-wit:

COUNTY OF _____

I, _____, a notary public in and for said County and State, do
 certify that _____ personally appeared before me in my said County
 and State being by me duly sworn, did depose and say that he is the _____

(Title of Office)
 of the corporation described, as the Surety, in the writing above, bearing date on this _____ day of
 _____, _____, and as such is authorized by said corporation to execute
 and acknowledge bonds of said corporation, and that the seal affixed to said writing is the corporate seal of said
 corporation and that said writing was signed and sealed by him for _____
 _____ by its authority

(Insert Name of Corporation)
 duly given. And the said _____ has this day in my said
 (Name of Person)
 County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this the _____ day of _____, _____.

My commission expires _____.

 Notary Public



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐				ADDRESS				OMB No.: 1235-0008 Expires: 04/30/2021												
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.												
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Project No.: _____ **Name of Cemetery** _____

I hereby certify that this worksheet is a true and accurate record of the work performed on the above referenced cemetery.

Date: _____ *Signed:* _____
Title: _____

Grave No.	Date Disinterred	Date Reinterred	Reinterment Cemetery, Sect., Lot and Space	Condition of Casket and Remains	Remarks

PHOTOGRAPH LOG

Assignment: _____

Role Number: _____ Type of Film: _____ ASA: _____ County: _____

NO.	SUBJECT	REMARKS	DATE
1			
2			
3			
4			
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CHAPTER 12

RELOCATION ASSISTANCE AND PAYMENT PROCEDURES

FORMS & EXAMPLES

<u>Form No.</u>	<u>Title</u>	<u>Appendix No.</u>
Form RW 12.01	Residential Relocation Questionnaire Occupant Inventory	12-1
Form RW 12.01A	Non-Residential Relocation Occupant/Structure Data	12-2
Form RW 12.01B	Certified Statement of Rent & Income.....	12-3
Form RW 12.02	First Contact Sheet.....	12-4
Form RW 12.02A	Follow-Up Contact Sheet.....	12-5
Form RW 12.02B	Final Contact Sheet	12-6
Form RW 12.03	Available Replacement Housing	12-7
Form RW 12.04	Relocation Claim - Residential	12-8
Example	Relocation Brochure	12-9
Form RW 12.04E	Hardship Relocation Certification Pre-Draw Check Receipt.....	12-10
Form RW 12.06	Relocation Claim – Business, Farm, Nonprofit.....	12-11
Form RW 12.06A	Fixed Payment Claim – Business, Farm, Nonprofit	12-12
Form RW 12.06B	Searching Time for Replacement Site.....	12-13
Form RW 12.07	Estimate – Bid	12-14
Form RW 12.07A	Certified Inventory List.....	12-14A
Form RW 12.10	Replacement Housing Inspection Sheet	12-15
Form RW 12.11	Replacement Housing Appraisal	12-16
Form RW 12.11A	90-Day Owner Occupant Replacement Housing Appraisal	12-17
Form RW 12.11B	Comparables – Correlation & Conclusion (Owner to Owner).....	12-18

Form RW 12.11D	90-Day Tenant Occupant Replacement Housing Appraisal	12-19
Form RW 12.11E	Comparables – Correlation & Conclusion (Tenant to Tenant)	12-20
Form RW 12.13	Replacement Payment – Owner	12-21
Form RW 12.13	Replacement Payment – Tenant	12-22
Form RW 12.14	Interest Differential Computation Loan Reduction Method.....	12-23
Form RW 12.14A	Interest Differential Mortgage Costs (Old Address).....	12-24
Form RW 12.15	Summary of Incidental Costs.....	12-25
Form RW 12.15A	Eligible Costs Reimbursement Form	12-26
Form RW 12.16	Request for Relocation Appeal Hearing	12-27
Form RW Checklist-RR	Residential Relocation File Checklist	12-28
Form RW Checklist-NRR	Non-Residential Relocation File Checklist	12-29
Form RW 12.14B	Interest Differential Mortgage Costs (New Address)	12-30

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION APPENDIX 12-1
DIVISION OF HIGHWAYS

RESIDENTIAL RELOCATION QUESTIONNAIRE

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____
Occupant / Head of Household _____ U.S. Citizen ☐ Yes ☐ No
☐ Owner ☐ Tenant Race _____
Phone No. _____
Address: _____ Cell No. _____
Age: _____ Email: _____ Date you first occupied this unit: _____
Owner Approximate Existing Mortgage \$ _____ Monthly Payment \$ _____ Interest Rate _____
Tenant Rent \$ _____ Includes: ☐ Gas ☐ Elec. ☐ Water ☐ Other - Specify _____
W-9 on file ☐ Yes ☐ No
List of other occupants:

Name _____	Age _____	Relationship _____	Income _____
Name _____	Age _____	Relationship _____	Income _____
Name _____	Age _____	Relationship _____	Income _____
Name _____	Age _____	Relationship _____	Income _____

Total Number in Family _____ Total Family Income _____
List additional occupant names on back.

Preferred Replacement: Build ☐ Purchase ☐ Rent ☐

Preferred Relocation Location: _____

Subject Structure Information

Type: (brick, frame, 1 story, etc.) _____ Total No. Rooms _____
No. rooms occupied by this family _____ Area (Sq. Ft.): _____
Which Includes (No.)
Dining Room _____ Bedroom _____ Kitchen _____ Bath _____ Recreation Room _____
Garage _____ Basement (Finished or Unfinished) _____ Living Room _____ Other _____
General State of Repair: _____
List observed relocation problems, such as family size, income, age, or handicaps, etc.:

If citizenship is a question, please attach immigration papers.

Obtained From _____ Date _____
Obtained By _____ Date _____ Signature _____
(Use reverse side for additional information, sketches, etc.) Attachments ☐ Yes ☐ No

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**NON-RESIDENTIAL RELOCATION OCCUPANT / STRUCTURE DATA
BUSINESS/FARM/NONPROFIT QUESTIONNAIRE**

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Business Occupant (dba) _____

Address _____ Phone No. _____

Name and Title of _____ Cell No. _____

person to be contacted _____

Address _____ Phone No. _____

Cell No. _____

Email Address: _____

What type of operation _____

(Business – Grocery Store, Farm Operation, Non-Profit Organization – Church)

Business/Owner FEIN/Social Security No. _____

Is the occupant an ☐ Owner ☐ Tenant If tenant, amount of monthly rent \$ _____

Terms of lease _____ years Rent Includes: ☐ Water ☐ Elec. ☐ Gas ☐ Other

W-9 on file ☐ Yes ☐ No

Owner of Business: ☐ Minority ☐ Non-Minority ☐ Female

How long at this address _____ Number of Employees
working at this location: _____

If business, is the business a part of a commercial enterprise having another like or similar business,

If yes, (where and what kind): _____

Brief description of type and personal property to be moved: _____

Type and location of
replacement property desired: _____

Brief description of size, type and quality of subject structure: _____

Does this occupant plan to discontinue or relocate to a new location? _____

Obtained From _____ Date _____

Obtained By _____ Date _____ Signature _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

CERTIFIED STATEMENT OF RENT AND INCOME

State Project _____ DOH District _____ Parcel _____
Federal _____
Project _____ County _____

Occupant _____ Spouse _____
Address _____

I certify that:

I receive a HUD Supplement of \$ _____ /month

I have lived in this unit at the above address for _____ months

I moved into this unit on _____ date

My monthly rent is \$ _____ Which includes:

☐ Gas	Per Month Average Cost:	\$ _____
☐ Water	Per Month Average Cost:	\$ _____
☐ Electric	Per Month Average Cost:	\$ _____
☐ Sewer	Per Month Average Cost:	\$ _____
☐ Other	Per Month Average Cost:	\$ _____

Income: \$ _____ per _____

Verified by: Tax Return ☐ Pay Stubs ☐ (Attached)

TO THE BEST OF MY KNOWLEDGE OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

Occupant

Date

Above information verified:

(Check One) ☐ Contacted landlord by: ☐ telephone or ☐ in person (Check One)
☐ Observed rent receipts

I certify that I have verified the above rental information on:

Agent

Date

Attachments ☐ Yes ☐ No

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

FIRST CONTACT SHEET

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant _____ Spouse _____ O/T _____

Address _____

Date(s): Negotiations Began _____ Brochure Delivered _____ 90 Day Letter Delivered _____

Check the items that were explained and discussed with the Relocatee:

<u>RESIDENTIAL OCCUPANT</u>	<u>YES or NO</u>	<u>COMMENTS</u>	
1. Moving Costs Methods	☐ Yes ☐ No		
2. Qualifications for Relocation Payments	☐ Yes ☐ No		
3. Eligibility Payments	☐ Yes ☐ No		
4. Was Form RW 12.13 Given	☐ Yes ☐ No		
5. Appeal Procedure	☐ Yes ☐ No		
<u>OWNER</u>	<u>YES or NO</u>	<u>COMMENTS</u>	
1. Interest Differential Payments	☐ Yes ☐ No	Existing Mortgage:	☐ Yes ☐ No
2. Cost Incident to Purchase	☐ Yes ☐ No	Payment:	
3. Owner Who Purchases - Method	☐ Yes ☐ No	Payment:	
<u>TENANT</u>	<u>YES or NO</u>	<u>COMMENTS</u>	
1. Cost Incident to Purchase	☐ Yes ☐ No		
2. Tenant Who Rents - Method	☐ Yes ☐ No	Payment:	
3. Tenant Who Purchases - Method	☐ Yes ☐ No	Payment:	
<u>BUSINESS – NONPROFIT - FARM</u>	<u>YES or NO</u>	<u>COMMENTS</u>	
1. Actual Moving Costs - Method	☐ Yes ☐ No		
2. Small Business Reestablishment	☐ Yes ☐ No		
3. “In Lieu Of” Payment	☐ Yes ☐ No		
4. Searching Procure	☐ Yes ☐ No		
5. Direct Losses Payment	☐ Yes ☐ No		
6. Appeal Procedure	☐ Yes ☐ No		

Contact Made With: _____ By: _____ Date: _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS****FOLLOW-UP CONTACT SHEET**

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____
Contact # _____

Occupant _____ Spouse _____ O/T _____

Comments:

Contact Made With: _____ By: _____ Date: _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

FINAL CONTACT SHEET

State Project _____ DOH District _____ Parcel _____
 Federal Project _____ County _____
 Contact # _____

Occupant: _____ Spouse: _____
☐ Owner or ☐ Tenant Before Relocation ☐ After Relocation ☐ Date _____ Distance of Move _____
 Moved _____ (miles) _____

New Address: _____ New Phone No. _____

Was there an "Appeal": Yes ☐ No ☐ If yes, nature and reason: _____

Did Farm or Business: Relocate ☐ Discontinue ☐ Average Yearly Income of Displaced Family: _____

1.) Was acquired dwelling decent, safe, and sanitary?	☐ Yes	☐ No
2.) Is replacement dwelling decent, safe, and sanitary?	☐ Yes	☐ No
3.) Was subject retained and used for replacement?	☐ Yes	☐ No
4.) Is this parcel Last Resort Housing?	☐ Yes	☐ No
Number in Family: _____		

Head of Household

- Race:
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Other
- Age: _____

Move Method	Type	Amount

REPLACEMENT UNIT

(Check One)	(Check One)
1.) Remained in same neighborhood? ☐ Yes ☐ No	☐ Apartment to Apartment ☐ House to Mobile Home
2.) Remained in same city? ☐ Yes ☐ No	☐ Apartment to House ☐ Mobile Home to Apartment
3.) Remained in same county? ☐ Yes ☐ No	☐ Apartment to Mobile Home ☐ Mobile Home to House
4.) Remained in same state? ☐ Yes ☐ No	☐ House to House ☐ Mobile Home to Mobile Home
5.) Moved out of state? ☐ Yes ☐ No	☐ House to Apartment

REPLACEMENT PAYMENT COMPUTATIONS

A. <u>Owner to Owner</u>	C. <u>Down Payment</u>
1. Replacement Housing Value (Form RW 12.11) \$	1. Maximum Payment \$
2. Actual Cost of Replacement Property \$	2. Actual Payment on Replacement \$
3. Acquisition Price or Breakout \$	Including Incidental Closing Costs
4. Payment Equal (#3 subtracted from lesser of #1 or #2) \$	3. Payment equals lesser of #1 or #2 \$
5. Mortgage Interest Differential Payment \$	
6. Incidental Cost Payment \$	

B. <u>90-Day Occupant or Owner to Tenant</u>			
1. Asking Rent plus estimated	\$	X 42 (Form RW 12.11)	\$
2. Actual Rent of Replacement Unit plus Estimated Utilities	\$	X 42 (Form RW 12.11)	\$
3. Subject Base Rent	\$	X 42 (Form RW 12.11)	\$
4. Payment Equals (#3 subtracted from lesser of #1 or #2)			\$

REMARKS: _____

Information Completed By: _____ Date: _____

Attachments ☐ Yes ☐ No

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

AVAILABLE REPLACEMENT HOUSING

Comparable Number: _____

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

Listed By _____ Phone _____

Address _____

Asking Price \$ _____ or Rent per Mo.? \$ _____ Single Family – Duplex – Apt. _____

If Tenant: Furnished – Unfurnished (F or U) Utilities: Gas: _____ Water: _____ Elec. _____

Design and Construction Type: _____ Number of Rooms: _____

 Bedrooms _____ Baths _____ Basement _____

Kitchen (Quality) _____ Rec. Room (Quality) _____

Garage (Single, Double, In Basement, Detached) _____ Living Area (S.F./Meters) _____

Type of Heat _____ Water Supply _____ Sewer - Septic _____

General Condition and State of Repair (Good, Fair, Poor, etc.) _____ Effective Age _____

 Lot Description _____ Neighborhood _____

 (Steep, Rolling, Level) _____ Lot Size _____ (Good, Average, Fair) _____

Additional Improvements: _____

Reasonably Accessible to:

Schools: ☐ Yes ☐ No Transportation: ☐ Yes ☐ No Shopping Center: ☐ Yes ☐ No

Does property appear to be decent, safe, and sanitary ☐ Yes ☐ No

Is property available to all regardless of race, color, sex, religion, or national origin ☐ Yes ☐ No

Remarks: _____

Picture and Floor Plan, Room Sizes, Etc.

Was Property Inspected: ☐ Yes ☐ No

Exterior ☐ Interior ☐

By Whom: _____

Date Inspected: _____

If property has been updated for availability, when: _____

Attachments ☐ Yes ☐ No

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RELOCATION CLAIM - RESIDENTIAL

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

At or soon after the beginning of negotiations to acquire the real property I occupy, a representative of the West Virginia Department of Transportation, Division of Highways personally contacted me, gave me a Relocation Brochure and explained relocation services and eligibility requirements necessary to qualify for relocation payments. I certify that my family and I were in continuous occupancy of the subject property for a period of at least 90 days prior to the beginning of negotiations to acquire the property; that the family unit numbered _____ persons, and that the family occupied rooms of living area (Mobile Homes – S.F./Meters _____) plus _____ rooms of storage area consisting of _____ I further certify that all my personal property was/will be moved to _____ , _____

and the move was/will be completed on _____ (date) ; that the replacement dwelling appears to be/will be made decent, safe and sanitary; and I understand and agree that the inspection or inspections made of the premises by the Division of Highways was made solely for the purpose of determining my eligibility for replacement housing payments under applicable law and is not a representation for any other purpose, and I further understand and agree that the Division of Highways does not warrant or guarantee the real property; and that I now/will qualify to receive and that I agree with the relocation payments in the amounts and categories listed below. I also hereby certify that I am a lawful resident of the United States.

Moving Costs _____ Costs Incident To Purchase _____
Replacement Housings _____ Interest Differential _____
Date _____ Claimant _____

I request payment to be mailed to: _____
(If Co-Payee, List Here): _____

I certify that negotiations to acquire the subject property began on _____ (month) _____ (day) _____ (year) that the premises occupied by claimant qualify as _____ rooms (Mobile Homes – S.F./Meters _____) Eligible for reimbursement of Moving Costs; that his personal property has been/will be removed; that the replacement housing appears to be/will be decent, safe and sanitary; and that the amounts claimed by the Claimant are true and correct.

District Agent _____ Date _____ Signature _____

West Virginia
Department of Transportation
Division of Highways
Right of Way Section

BROCHURE

Relocation Assistance
Moving Costs
Replacement Housing Appeals



B R O C H U R E

October 2018

PERSONAL INFORMATION

The property you occupy is affected by PROJECT NO. _____
and is further identified as PARCEL NO.: _____. Please refer to the project and
parcel numbers when contacting representatives of the West Virginia Department of
Transportation, Division of Highways.

NAME OF OCCUPANT: _____

NAME OF OWNER: _____

NEGOTIATIONS TO ACQUIRE THIS PROPERTY BEGAN ON:

This Brochure describes relocation services and payments available to
displaced persons. Further information may be obtained from:

YOUR RIGHT OF WAY AGENT: _____

or

YOUR RELOCATION AGENT: _____

at

THE RELOCATION FIELD OFFICE: _____ in

_____. Phone: _____

OFFICE HOURS: _____.

FORWARD

In 1956, the United States Congress, in its continuing effort to provide for construction of modern highways for our motoring public, established the national interstate system of highways. As a result of the highway program, many of our citizens have relocated and many more must still relocate to new homes and to new business locations.

In 1962, Congress, recognizing the burden placed on those people who have had to move, established a national policy which permitted the state highway departments to offer assistance on a formal basis and to help pay the costs of moving which before were borne solely by the relocatees themselves. In response to this offer, our Legislature established relocation assistance and moving cost reimbursement program to be administrated by the West Virginia Department of Transportation, Division of Highways. Since that time, the Division of Highways has assisted, as well as reimbursed moving costs to, many hundreds of people who have moved to make way for all Federal-aid highways.

In 1968, Congress broadened the benefits of relocation by making it possible for the state highway departments to aid those occupants of residential properties who had to move because of highway construction in finding adequate, decent, safe and sanitary replacement housing. Again, our Legislature enacted legislation making it possible for the West Virginia Department of Highways to pass these additional benefits on to the people of our State who had to move because of Federal-aid highway construction.

On January 2, 1971, Congress passed, and the President signed, the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" which increased the amount of payments and replacement benefits. The West Virginia Legislature has made it possible for the Department of Highways to participate in the full Federal-aid highway program.

The "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" and its amendments establish a uniform policy for the fair and equitable treatment of persons relocated as a result of Federal and Federally assisted programs so that they will not suffer disproportionate injuries as a result of programs designed for the benefit of the general public.

It provides a program of advisory assistance, moving cost payments, and replacement housing payments to every eligible relocatee.

It also assures that there will be available, for each residential relocatee, replacement housing which is decent, safe and sanitary and with the means of his income.

All replacement housing must be fair housing—open to all persons regardless of race, color, religion, sex or national origin and must be offered to every relocatee.

The Department of Transportation, Division of Highways, since 1962, has fully supported the relocation program. Evidence of this support may be found in the fact that recently West Virginia has been a national leader in the number of payments made to relocatees. It is our intention to remain in a position of leadership by offering the best possible assistance and by expeditious handling of the payments due our citizens who move to permit our highway program to continue at its rapid pace.

FACTUAL INFORMATION

This booklet provides a general summary and explanation of the West Virginia Department of Transportation, Division of Highways' Relocation Assistance and Payment Program which is available to all persons, families, businesses, farms and non-profit organizations relocated as a result of Federal-aid highway construction on or after January 2, 1971.

It does not constitute a statement of the law nor does it purport to cover all technical details of the program.

Please keep and read this booklet as the guidelines offered herein may save time and prevent possible misunderstanding about our program.

SECTION 24.208 OF "THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970" READS AS FOLLOWS:

"No payment received under this title shall be considered as income for the purpose of the Internal Revenue Code of 1954; or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law."

(Except for any Federal law providing low-income housing assistance.)

A Relocation Agent will explain the program in detail and will offer to assist you in any way possible.

He will provide all forms needed in order to apply for any of the payments available under the program.

Further information may be obtained by contacting a Relocation Agent at the District Office which is responsible for highway activities in the area. A list of the District Offices can be found in the back of this booklet.

CAUTION: DO NOT MAKE COMMITMENTS REGARDING RELOCATION UNTIL YOU HAVE BEEN ADVISED OF ELIGIBILITY REQUIREMENTS OF THE PROGRAM BY A RELOCATION AGENT. FAILURE TO DO THIS MAY RESULT IN THE LOSS OF CERTAIN BENEFITS AND PAYMENTS.

Every effort will be made to provide you with ample time for relocation. On or after the initiation of negotiations for a parcel you will be given a written notice which assures that you will not be required to move before 90 days from the date of this

notice. This notice also provides that 30 days prior to being required to move, a written notice will be provided setting forth the specific date by which the property must be vacated.

It is the policy of the West Virginia Department of Transportation, Division of Highways that no person shall be displaced by the Department's Federal and Federally-assisted construction projects unless and until adequate replacement housing within the financial means of the relocatee has been provided for or is built.

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RELOCATION ADVISORY ASSISTANCE

IS

AVAILABLE

IF YOU DESIRE ADVISORY ASSISTANCE BECAUSE OF THE
ACQUISITION OF REAL PROPERTY NEEDED FOR A HIGHWAY PROJECT,
CONTACT THE APPROPRIATE DISTRICT RIGHT OF WAY AGENT
LISTED ON THE LAST PAGE OF THIS BROCHURE

WHAT IS ASSISTANCE

The Right of Way Division of the West Virginia Department of Transportation, Division of Highway (hereinafter called "Department"), has the responsibility of acquiring properties, relocating individuals, families, businesses, farm operations, and non-profit organizations, and clearing properties of structures to prepare for the construction of highways. The Relocation Section of the Right of Way Division welcomes the opportunity of offering assistance to those who are to be relocated in finding decent, safe and sanitary housing into which they may relocate and to make known to businesses, farm operations and non-profit organizations replacement sites and facilities that may serve their needs.

PROPERTIES AVAILABLE

Properties for sale and for rent are referred to the relocatees, if requested, as listed by realtors, owners, newspaper advertisements, FHA, VA, trust departments, rental agencies, public housing, builders, developers, and other listing services.

INFORMATION AND LITERATURE

Maps, plans, school and church locations, employment and recreational facilities, utility rates and transportation schedules, pamphlets published to inform those who wish information concerning Small Business Loans, FHA and VA loans, banks and other lending agencies' rates and terms, health and home advice, welfare and other social benefits, and other helpful pamphlet literature are provided.

PAYMENT BENEFITS DISCUSSED

Assistance is offered in processing forms and other documents necessary to receive payments for moving costs, replacement housing benefits, and certain closing costs incurred in purchasing a replacement dwelling, including interest differential payments.

WHO MAKES ASSISTANCE OFFER

When the Right of Way Agent makes the fair market value offer to the owner, he will explain the relocation assistance and services program. Within a reasonable length of time after the initiation of negotiations for a parcel, all tenant-occupants will be personally contacted by relocation personnel to explain the relocation program.

ASSISTANCE PRIOR TO NEGOTIATIONS TO ACQUIRE

Advisory assistance is available prior to the time the owner of the real property is made the offer. Inquiries concerning eligibility for relocation payments prior to actual moving are encouraged. **YOU SHOULD MAKE NO COMMITMENT REGARDING RELOCATION UNTIL YOU HAVE BEEN ADVISED OF ELIGIBILITY REQUIREMENTS OF THE PROGRAM BY A RELOCATION AGENT.** The beginning of negotiations to acquire the real property establishes the eligibility date for relocation payment benefits.

MOVING EXPENSE PAYMENTS
TO
INDIVIDUALS AND FAMILIES

YOU MAY QUALIFY FOR MOVING EXPENSE PAYMENTS
IF IT IS NECESSARY FOR YOU TO MOVE FROM
YOUR DWELLING BECAUSE OF THE ACQUISITION
OF REAL PROPERTY NEEDED FOR A HIGHWAY PROJECT.

MOVING EXPENSE ELIGIBILITY

If it is necessary that you move from a dwelling, you are entitled to receive payment for moving your personal property.

QUALIFICATIONS TO APPLY FOR PAYMENT

You qualify to apply for such payment when:

1. You are in occupancy at the initiation of negotiations to acquire the real property, and
2. You qualify as a "Displaced Person" (see DEFINITIONS).

ELIGIBILITY TO RECEIVE PAYMENT

You are eligible to receive payment when:

1. You move your personal property from the real property.

COMMERCIAL MOVE METHOD

You may choose a commercial mover acceptable to the Department and direct him to move your personal property to a specified location. After the move is completed, you will be reimbursed for the actual reasonable expense of moving your personal property a distance not to exceed 50 miles (80 km), as evidenced by the moving invoice from the commercial mover. Other service expenses, such as reconnecting utility service, may be reimbursed if authorized by the Department and provided the expenses are supported by invoices or receipts from the performer of the services.

MOVING EXPENSE SCHEDULE METHOD

As an alternative to the commercial move method, you may be reimbursed according to a schedule prepared by the Department and which includes a dislocation allowance (See Page 7).

The moving expense schedule is applicable to individuals and families who occupy furnished or unfurnished dwellings and mobile homes. The number of eligible rooms and square feet areas must be determined, prior to moving, by a representative of the Department.

You must file a written moving expense claim on a form provided by the Department within eighteen (18) months after the following dates:

Tenants – The date you move from the property.

Owners -

1. The date you move from the property; or
2. The date you are paid for the property. In the case of condemnation, this date is the date the court deposit is made.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS
FIXED MOVING EXPENSE SCHEDULE
JUNE 2012

	# of Rooms	1	2	3	4	5	6	7	8
Houses And Apartments – Occupant Owns Furnishings	Moving Costs And Dislocation Allowance	\$750	\$900	\$1,050	\$1,200	\$1,350	\$1,500	\$1,650	\$1,800

Each Additional Room \$150

	# of Rooms	1	2	3	4	5	6	7	8
Houses, Apartments & Sleeping Rooms – Occupant Does Not Own Furnishings	Moving Costs And Dislocation Allowance	\$350	\$400	\$450	\$500	\$550	\$600	\$650	\$700

Each Additional Room \$50

MOBILE HOMES

Relocatee Owns Mobile Home And Furnishings And All Are Moved Together	Actual Cost Method Only

	# of Rooms	1	2	3	4	5	6	7	8
Mobile Home Occupant – Owns Furnishings – Not Mobile Home	Moving Costs And Dislocation Allowance	\$750	\$900	\$1,050	\$1,200	\$1,350	\$1,500	\$1,650	\$1,800

Each additional room \$150

Each additional room \$50

	# of Rooms	1	2	3	4	5	6	7	8
Mobile Home Occupant – Does Not Own Mobile Home Or Furnishings – Only Personal Items	Moving Costs And Dislocation Allowance	\$350	\$400	\$450	\$500	\$550	\$600	\$650	\$700

DORMITORY STYLE ROOM

The moving expense and dislocation allowance to a person with minimal personal possessions who is in occupancy of a dormitory style room shared by two or more other unrelated persons is limited to \$100.00.

MOVING EXPENSE PAYMENTS
TO
NON-PROFIT ORGANIZATIONS, BUSINESSES, FARM OPERATIONS

YOU MAY QUALIFY FOR MOVING EXPENSE PAYMENTS
IF IT IS NECESSARY FOR YOU TO MOVE FROM
YOUR DWELLING BECAUSE OF THE ACQUISITION
OF REAL PROPERTY NEEDED FOR A HIGHWAY PROJECT.

MOVING EXPENSE ELIGIBILITY

You are entitled to receive payment for moving expenses if it is necessary that you move personal property from a non-profit organization, business or farm operation.

QUALIFICATIONS TO APPLY FOR PAYMENT

You qualify to apply for such payment when:

1. You are in occupancy at the initiation of negotiations to acquire the real property, and
2. You qualify as a "Displaced Person" (See DEFINITIONS).

ELIGIBILITY TO RECEIVE PAYMENT

You are eligible to receive payment when:

1. You move your personal property from the real property.

INVENTORY

Prior to but near the time of the actual move, you must prepare an inventory of the items of personal property to be moved. The inventory should include such services as disassembling or disconnecting and reassembling or reconnecting of machinery, equipment, appliances and other items classified as personal property, including reconnection of utilities to such items which do not constitute an improvement to the replacement realty.

INSPECTIONS

You must permit an agent from the Department to inspect both the old and new properties and verify the inventory.

NOTICE OF MOVE

You must provide the Department with advanced notice of the date on which you plan to move your personal property to enable the Department to monitor the move.

COMMERCIAL MOVE METHOD

You may choose a commercial mover, acceptable to the Department, and direct him to move your personal property to a specified location. After the move is completed, you will be reimbursed for the actual reasonable expense of

moving your personal property a distance not to exceed 50 miles (80 km) as evidenced by the moving invoice from the commercial mover. Other expenses, such as packing, crating, unpacking, disconnecting, dismantling, removal, reassembling, reinstalling, storage (not to exceed 12 months), relettering signs, replacing obsolete stationery, insurance, licenses, actual direct loss of tangible personal property and reconnecting utility services, may be reimbursed if authorized by the Department provided the expenses are supported by invoices or receipts from the performer of the services.

SMALL BUSINESS REESTABLISHMENT EXPENSES

In addition, a "Small Business", farm or non-profit organization may be eligible for up to \$25,000 reimbursement for certain actual reasonable expenses incurred in reestablishing. These expenses may include: repairs or improvements required by law, certain modifications to the replacement property, certain exterior signing, and provisions for utilities from right of way to improvements, redecorating, feasibility studies, advertising, extra costs of operation and other costs in conjunction with the reestablishment of the business, farm or non-profit organization.

MOVING EXPENSE FINDING METHOD

In business cases where the move is not complicated or the other moving methods are inappropriate, a qualified Department employee may make a moving cost finding (estimate) as the basis for payment.

SELF-MOVE METHOD "BIDS"

As an alternative, you may be reimbursed an amount equal to the lower of two (2) bids or estimates provided the Department obtains the bids or estimates and authorizes you to proceed with the move.

SEARCHING FOR A REPLACEMENT SITE

In addition, you may be paid for the actual reasonable expense, not to exceed \$2,500.00, in searching for a replacement business site. Such expense may include transportation expenses, meals, lodging away from home and the reasonable value of time actually spent in searching. All expenses claimed, except value of time actually spent in searching, must be supported by invoices, receipted bills or other evidence of expenses incurred.

IN LIEU OF MOVING EXPENSES

As an alternative, a non-profit organization or owner of a business or farm operation may receive a payment equal to his "average annual net earnings" instead of being reimbursed for his actual moving expenses. The payment shall not be less than \$1,000.00 no more than \$40,000.00.

ELIGIBILITY

To be eligible, the following requirements must be met:

Business:

The Department must determine:

1. That the business cannot be relocated without a substantial loss of existing patronage;
2. That the business is not part of a commercial enterprise having at least three other locations not being acquired, engaged in a like or similar operation;
3. That the business "contributed materially" to the income of the displaced person.

NOTE: A person whose sole business is the rental of property to others shall not qualify for this type payment. (Landlords)

Farm:

The Department must determine:

1. That the farm operation was discontinued or relocated in its entirety, or
2. In the case of partial acquisition:
 - a) The taking caused the operation to be displaced from the farm operation on the remaining land, or
 - b) The taking caused such a substantial change in the principal operation or the nature of the existing farm operation as to constitute a displacement.

Non-Profit Organization

The Department must determine:

1. That the non-profit organization cannot be relocated without a substantial loss of existing patronage (membership or clientele).

CLAIM FILING DATE AND PAYMENT

You must file a written moving expense claim on a form provided by the Department within eighteen (18) months after the following dates:

Tenants - The date you move from the property

Owners -

1. The date you move from the property; or
2. The date you are paid for the property. In the case of condemnation, this date is the date the court deposit is made.

REPLACEMENT HOUSING PAYMENTS
FOR
OWNER-OCCUPANTS IN OCCUPANCY 90 DAYS OR MORE

YOU MAY QUALIFY FOR A REPLACEMENT HOUSING PAYMENT,
MORTGAGE INTEREST DIFFERENTIAL PAYMENT AND A PAYMENT
FOR EXPENSES INCIDENT TO THE PURCHASE OF REPLACEMENT
HOUSING IF IT IS NECESSARY FOR YOU TO MOVE FROM YOUR
DWELLING BECAUSE OF THE ACQUISITION OF REAL PROPERTY
NEEDED FOR A HIGHWAY PROJECT.

REPLACEMENT HOUSING PAYMENT TO PURCHASE AND OCCUPY

If you are the owner-occupant of your dwelling, you may receive payments, the combined total of which may not exceed \$31,000.00, for the cost necessary:

1. To purchase replacement housing;
2. To compensate you for the loss of favorable financing of replacement housing;
3. To reimburse you for expenses incident to the purchase of replacement housing.

QUALIFICATIONS TO APPLY FOR PAYMENT

You qualify to apply for such payment when you are in occupancy and have been in occupancy for at least 90 consecutive days immediately prior to the date of the initiation of negotiations to acquire the real property.

ELIGIBILITY TO RECEIVE PAYMENT

You are eligible to receive payment when:

1. You purchase and occupy a decent, safe and sanitary dwelling within a period of one (1) year from the latest of the following dates:
 - a) The date on which the owner received from the Department final payment for all costs of the acquired dwelling in negotiated settlements; or, in the case of condemnation, the date on which the required payment is deposited with the court for the benefit of the owner; or
 - b) The date on which he was offered decent, safe and sanitary replacement housing. (The date on Form RW 12.13.)
2. The Department inspects the replacement dwelling and determines that it meets decent, safe and sanitary standards.
3. You indicate, to the best of your knowledge and belief, the replacement dwelling meets decent, safe and sanitary standards.
4. You file your claim for payment, on a form provided by the Department, within six (6) months after the expiration of the one (1)

year period specified in Paragraph 2 above, except that in condemnation cases the period shall be extended to six (6) months after final adjudication.

COMPUTATION

The replacement housing payment is the difference between the acquisition amount paid to you by the Department for your dwelling and the lessor of:

1. What you actually paid for your decent, safe and sanitary replacement dwelling, or
2. The amount determined by the Department as necessary to purchase a comparable decent, safe and sanitary dwelling.

CONDEMNATION PROCEEDINGS

If the acquisition price is delayed pending the outcome of the condemnation proceedings, an advance replacement housing payment may, in certain cases, be computed and paid to you.

The computed replacement housing payment is the amount determined by the Department as necessary to acquire a comparable decent, safe and sanitary dwelling, less the Department's maximum offer to purchase.

If, in condemnation proceedings, you are awarded an acquisition price greater than the Department's maximum offer to purchase, the replacement housing payment is recomputed. The recomputed replacement housing payment is the amount determined by the Department as necessary to acquire a comparable decent, safe and sanitary dwelling less the amount awarded in the condemnation proceedings.

If you wish to be paid the advance replacement housing payment, and meet all Replacement Housing Payment requirements, you must agree in writing to refund to the Department from your judgment, as determined in the condemnation proceedings, the recomputed excess amount created by the condemnation proceedings. In no event are you required to refund more than the advance replacement housing payment.

INCREASED INTEREST PAYMENT

You may receive payments for increased mortgage interest costs when:

1. The dwelling acquired by the Department was encumbered by a bona fide mortgage which was a valid lien on such dwelling for not less than 90 days prior to the date of initiation of negotiations, and
2. The mortgage on the replacement dwelling bears a high rate of interest than the mortgage interest rate on the acquired dwelling and does not exceed the prevailing fixed interest rate for conventional mortgages in the project area.

INTEREST PAYMENT COMPUTATIONS

The computations to determine amounts of interest differentials are made by experienced Department personnel according to established formulas and include certain origination and assumption fees and purchaser's points.

EXPENSES INCIDENT TO PURCHASE OF REPLACEMENT HOUSING

You may be reimbursed for actual reasonable costs incurred by you that are incident to the purchase of a replacement dwelling. Such costs may include the following, if necessary and reasonable:

1. Legal, closing and related costs, including those for title search and insurance, preparing conveyance instruments, notary fees, preparing surveys and plats and recording fees;
2. Lender, FHA or VA application fees that do not represent prepaid interest. Appraisal fees when required by lending institutions.
3. FHA or VA application fee;
4. Certification of structural soundness and termite inspection when required;
5. Credit report;
6. Owner's and mortgagee's evidence or assurance of title. (Not to exceed costs for comparable replacement dwelling.)
7. Escrow agent's fee;
8. Such other costs as the Department determines to be incidental to the purchase.

Normally the charges for abstract and/or survey must occur no later than at the time of the closing on the replacement property.

REPLACEMENT HOUSING PAYMENT TO RENT AND OCCUPY

If you elect to rent and occupy, instead of purchase and occupy, a decent, safe and sanitary dwelling – your payment may not exceed \$5,250.00 and will be calculated as a 90 day occupant. (See 90 Day Occupant in Green Section).

If you have received a rental payment and within one (1) year after relocation elect to purchase a decent, safe and sanitary dwelling, you may receive an additional replacement housing payment, less the rental payment previously received; however, the combined total may not exceed the original determination.

REPLACEMENT HOUSING PAYMENTS
FOR
90 DAY OCCUPANTS TENANTS
IN OCCUPANCY 90 DAYS OR MORE

YOU MAY QUALIFY FOR A REPLACEMENT HOUSING PAYMENT
IF IT IS NECESSARY FOR YOU TO MOVE FROM A
DWELLING BECAUSE OF THE ACQUISITION OF REAL PROPERTY
NEEDED FOR A HIGHWAY PROJECT.

REPLACEMENT HOUSING PAYMENT TO RENT AND OCCUPY

If you elect to rent and occupy, instead of purchase and occupy, a decent, safe and sanitary dwelling – your payment may not exceed \$7,200.00 and will be calculated as a 90 day occupant. (See 90 Day Occupant in Green Section).

QUALIFICATIONS TO APPLY FOR PAYMENT

You qualify to apply for such payment when you are in occupancy and have been in occupancy for at least 90 consecutive days immediately prior to the date:

1. Of initiation of negotiations to acquire the real property, and
2. You qualify as a “Displaced Person” (See DEFINITIONS).

ELIGIBILITY TO RECEIVE PAYMENT

You are eligible to receive payment when:

1. You rent and/or purchase and occupy a decent, safe and sanitary dwelling within a one (1) year period beginning on the later of:
 - a) The date you move; or
 - b) The date on which the owner receives from the Department final payment for all costs of the acquired dwelling in negotiated settlement; or
 - c) In the case of condemnation, the date on which the Department deposits the required amount in court for the benefit of the owner.
2. The Department inspects the replacement dwelling and determines that it meets decent, safe and sanitary standards;
3. You indicate, to the best of your knowledge and belief, the replacement dwelling meets decent, safe and sanitary standards;
4. You file your claim for payment, on a form provided by the Department, within six (6) months after the expiration of the one (1) year period specified in Paragraph 1 above.
5. You submit to the Department either a rent receipt for at least the first month’s rent or a copy of a lease agreement that verifies actual rent being paid for the replacement unit.

COMPUTATION

The amount of the payment is the difference between:

1. The estimated monthly market rent and utilities for your dwelling unit for 42 months; and
2. The lesser of either the estimated comparable replacement rent and utilities or what you actually pay for rent for your replacement unit for 42 months.

PAYMENT DISBURSEMENT

Rent supplements will be made in one (1) payment. Exceptions are when Replacement Housing of Last Resort is necessary and the payment will be made in equal installments. The Department will determine the payment schedule on a case by case basis.

REPLACEMENT HOUSING PAYMENT TO PURCHASE AND OCCUPY

If you choose to purchase and occupy a decent, safe and sanitary dwelling, you may elect to apply your \$7,200.00 payment to a down-payment and incidental closing costs on a decent, safe and sanitary replacement home of your choice. You must provide documentation that the entire payment was used for the replacement property.

If you have received a rental payment and within one (1) year after relocation elect to purchase a decent, safe and sanitary dwelling, you may receive an additional replacement housing payment, less the rental payment previously received; however, the combined total may not exceed \$7,200.00.

MOBILE HOMES

ASSISTANCE, MOVING AND REPLACEMENT HOUSING PAYMENTS

YOU MAY QUALIFY FOR RELOCATION ASSISTANCE, MOVING EXPENSE PAYMENTS AND REPLACEMENT HOUSING PAYMENTS IF IT IS NECESSARY FOR YOU TO MOVE FROM YOUR MOBILE HOME BECAUSE OF THE ACQUISITION OF REAL PROPERTY NEEDED FOR A HIGHWAY PROJECT.

MOBILE HOMES

ASSISTANCE OFFERED

Assistance in finding decent, safe and sanitary replacement housing and other assistance, as described under the general heading of Relocation Assistance (Pink Section), is available to occupants of mobile homes.

MOVING EXPENSE

Moving and related expense payments are available when applicable, as described under the general heading of Moving and Related Expense Payments, Individuals, Families, Businesses and Farms (Yellow Section).

REPLACEMENT HOUSING

Replacement Housing payments are available, when applicable, as described under the heading Replacement Housing Payments (owner and tenant, Green and Blue Sections). The Relocation Agent will advise you of benefits, when applicable.

APPEALS

IF DISSATISFIED

In the event you are dissatisfied with either the determination concerning eligibility for payment or the amount of the payment offered, you may file an appeal.

OPPORTUNITY TO BE HEARD

If you make an appeal, you will be given full opportunity to be heard.

HEARING AT DISTRICT LEVEL

A preliminary hearing will be held at the District level by prearrangement between you and the District Right of Way Agent.

FORMAL HEARING

If you are dissatisfied with the results of the preliminary hearing, the District Right of Way Agent will arrange for a more formal hearing with the Director of the Right of Way Division.

NOTIFICATION OF DECISION

A prompt decision will be reached on the basis of evidence submitted and you will be notified of such decision.

LIMITATIONS

All appeals must be filed promptly within a reasonable time period. The right to appeal is terminated when a displacee files a written claim for payment. Should no written claim be submitted to the Department, the right to appeal is limited to no later than sixty (60) days after you have been advised of your relocation eligibility.

LAST RESORT HOUSING PROGRAM

Whenever a project cannot proceed on a timely basis because comparable replacement dwellings are not available, the Department will initiate a "Last Resort Housing" project.

DEFINITIONS

ACQUIRED

The time at which the Department obtains legal possession of the real property.

ACQUISITION COST

Price paid the owner for property rights acquired.

APPEAL

Any party aggrieved by the eligibility determination made by the Department concerning their replacement housing offer, moving costs, incidental costs, or mortgage interest differential payment may appeal.

BREAKOUT

The Fair Market Value of the dwelling and its site, exclusive of any excess land or other improvements.

BUSINESS

The term “business” means any lawful activity, except a farm operation, conducted primarily:

1. For the purchase, sale, lease, and/or rental of personal and/or real property, and/or for the manufacturing, processing and/or marketing of products, commodities, and/or any other personal property; or
2. For the sale of services to the public; or
3. By a non-profit organization that has established its non-profit status under applicable Federal and State laws; or
4. Outdoor advertising.

COMPARABLE REPLACEMENT DWELLING

A comparable replacement dwelling is one which is:

1. Decent, safe, and sanitary as defined under “STANDARDS FOR DECENT, SAFE, AND SANITARY HOUSING”.
2. Functionally equivalent to the displacement dwelling. The term “functionally equivalent” means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the Department may consider reasonable trade-offs for specific features when the replacement unit is “equal to or better than” the displacement dwelling.
3. Adequate in size to accommodate the occupants;
4. In an area not subject to unreasonable adverse environmental conditions;
5. In a location generally not less desirable than the location of the displaced person’s dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person’s place of employment;
6. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses.
7. Currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.
8. Within the financial means of the displaced person.
 - i. A replacement dwelling purchased by a homeowner in occupancy for at least 90 days prior to initiation of negotiations (90-day homeowner) is considered to be within the homeowner’s financial means if the homeowner is paid the full price differential as described at paragraph 12.14.3, all increased mortgage interest

cost as described at paragraph 12.15, and all incidental expenses as described at paragraph 12.16, plus any additional amount required as “Last Resort Housing”, paragraph 12.28.

- ii. A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this part, the person’s monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person’s base monthly rental for the subject dwelling.
- iii. For a displaced person who is not eligible to receive a replacement housing payment because of the person’s failure to meet length-of-occupancy requirements comparable replacement rental housing is considered to be within the person’s financial means if the Department pays that portion of the monthly housing costs of a replacement dwelling which exceeds 30 percent of such person’s gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of the amounts designated for shelter and utilities. Such rental assistance must be paid under replacement housing of last resort.

CONTRIBUTES MATERIALLY

The term “contributes materially” means that during the two (2) taxable years prior to the taxable year in which displacement occurs, or during such other period as the Department determines to be more equitable, a business or farm operation:

- 1. Had average annual gross receipts of at least \$5,000; or
- 2. Had average annual net earnings of at least \$1,000; or
- 3. Contributed at least 33 1/3 percent of the owner’s or operator’s average annual gross income from all sources.
- 4. If the application of the above criteria creates an inequity or hardship in any given case, the Department may approve the use of other criteria as determined appropriate.

DECENT, SAFE, AND SANITARY DWELLING

PLEASE UNDERSTAND THAT THE REPLACEMENT DWELLING DECENT, SAFE, AND SANITARY INSPECTION THAT WILL BE CONDUCTED BY AGENCY PERSONNEL IS FOR THE SOLE PURPOSE OF DETERMINING YOUR ELIGIBILITY FOR A RELOCATION PAYMENT. YOU, THEREFORE, MUST NOT INTERPRET THE AGENCY'S APPROVAL OF A DWELLING TO PROVIDE ANY ASSURANCE OR GUARANTEE THAT THERE ARE NOT DEFICIENCIES IN THE DWELLING OR IN ITS FIXTURES AND EQUIPMENT. IT IS THEREFORE YOUR RESPONSIBILITY TO PROTECT YOUR BEST INTEREST AND INVESTMENT IN THE PURCHASE OR RENTAL OF YOUR REPLACEMENT PROPERTY AND YOU MUST CLEARLY UNDERSTAND THAT THE AGENCY WILL ASSUME NO RESPONSIBILITY OF BLAME IF STRUCTURAL, MECHANICAL, LEGAL, OR OTHER PROBLEMS ARE DISCOVERED.

A dwelling which meets applicable housing and occupancy codes. However, any of the following standards which are not met by an applicable code shall apply, unless waived for good cause by the Federal agency funding the project. The dwelling shall:

1. Be structurally sound; weathertight, and in good repair.
2. Contain a safe electrical wiring system adequate for lighting and other electrical devices.
3. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.
4. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.
5. Contain unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

6. For a handicapped displacee, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by a displaced person who is handicapped.

DISPLACED PERSON (RELOCATEE, DISPLACEE)

Any person who moves from the real property or moves his or her personal property from the real property:

1. As a direct result of the Department's acquisition of such real property in whole or in part for a project. This includes any person who moved from the real property as a result of the initiation of negotiations. In the case of a partial acquisition, the Department shall determine whether the person is displaced as a direct result of the partial acquisition; or
2. As a result of a written order from the Department to vacate such real property for the project; or
3. As a result of the Department's acquisition of, or written order to vacate, other real property for a project on which the person conducts a business, farm operation, or is a non-profit organization. Eligibility as a displaced person under this subparagraph applies only for purposes of obtaining relocation assistance advisory services and moving expenses.

Persons not displaced. The following is a nonexclusive listing of persons who do not qualify as a displaced person under these regulations.

1. A person who moves before the initiation of negotiations; or
2. A person who initially enters into occupancy of the property after the date of its acquisition for the project; or
3. A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the Department in accordance with any guidelines established by the Federal agency funding the project; or
4. A person who, after receiving a notice of relocation eligibility, is notified in writing that he or she will be displaced for a project. Such notice shall not be issued unless the person has not moved and the Department agrees to reimburse the person for any expenses incurred to satisfy any obligations entered into after the effective date of the notice of relocation eligibility; or
5. An owner-occupant who voluntarily sells his or her property after being informed in writing that if a mutually satisfactory agreement of sale cannot be reached, the Department will not acquire the property. In such cases,

however, any resulting displacement of a tenant is subject to these regulations; or

6. A person who retains the right of use and occupancy of the real property for life following its acquisition by the Department.

DWELLING

The place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

EXISTING PATRONAGE

The term “existing patronage”, except in the case of a non-profit organization, means the average annual net dollar volume of business transacted during the two taxable years immediately preceding the taxable year in which the business is relocated. With regard to a non-profit organization, it means membership or clientele.

FAMILY

Two or more individuals living together in a single family dwelling unit who:

1. Are related by blood, adoption, marriage or legal guardianship who live together as a family unit, plus all other individuals regardless of blood or legal ties who live with and are considered a part of the family unit; or
2. Are not related by blood or legal ties but live together by mutual consent. (See definition of “HOUSEHOLD”.)

FARM OPERATION

The term “farm operation” means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator’s support.

FUNCTIONALLY SIMILAR

This term is used as one part of the definition of “Comparable Replacement Dwelling” and means that the comparable must perform the same function, provide the same utility and be capable of contributing the same lifestyle as the subject. While it need not possess every feature of the subject, the principle features must be present.

HOUSEHOLD

Those who dwell under the same roof and compose a family. Also a social unit comprised of those living together in the same dwelling. (See definition of “FAMILY”.)

ILLEGAL ALIEN

Person not lawfully present in the United States.

INITIATION OF NEGOTIATIONS

The term “initiation of negotiations” means the date on which the owner of the property or his designated representative is given a written offer by the Department’s representative for the property to be acquired.

MORTGAGE

The term “mortgage” means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the law of the State of West Virginia, provided the real property is located in the State, together with the credit instruments, if any, secured thereby.

NON-PROFIT ORGANIZATION

The term “non-profit organization” means a corporation, partnership, individual or other public or private entity that has established its non-profit status under applicable Federal or State law.

OWNER OF SUBJECT DWELLING

A displaced person is considered to have met the requirements to own a displacement dwelling if the person holds any of the following interests in real property acquired for a project:

1. Fee title, a life estate, a 99-year lease, or a lease, including any options for extension, with at least 50 years to run from the date of acquisition; or
2. An interest in a cooperative housing project which includes the right to occupy a dwelling; or
3. A contract to purchase any of the interests or estates described in subparagraphs (1) or (2) of this paragraph; or
4. Any other interest, including a partial interest, which in the judgment of the Department warrants consideration as ownership.

90-DAY TENANT OR OWNER

A tenant or owner who has actually and lawfully occupied the subject dwelling for at least 90 days immediately prior to the initiation of negotiations.

PERSON

The term “person” means any individual, family, partnership, company, corporation, or association.

RELOCATEE (DISPLACEE)

Any person who meets the definition of a displaced person.

SMALL BUSINESS

A business having at least one, but not more than 500 employees working at the site being acquired.

TENANT

A family or individual having temporary possession and lawful occupancy of the property belonging to another with his consent.

UTILITY COST

Expenses for heat, lights, water and sewer.

WV Department of Transportation
 Division of Highways
 District One
 1334 Smith Street
 Charleston, WV 25301
 Telephone 558-3021
 Boone, Clay, Kanawha,
 Mason, Putnam

WV Department of Transportation
 Division of Highways
 District Two
 P.O. Box 880
 Huntington, WV 25712
 Telephone 528-5635
 Cabell, Lincoln, Logan, Mingo,
 Wayne

WV Department of Transportation
 Division of Highways
 District Three
 P.O. Box 308
 Parkersburg, WV 26101
 Telephone 420-4724
 Calhoun, Jackson, Pleasants,
 Ritchie, Roane Wirt, Wood

WV Department of Transportation
 Division of Highways
 District Four
 P.O. Box 4220
 Clarksburg, WV 26302
 Telephone 842-1551
 Doddridge, Harrison, Marion,
 Monongalia, Preston, Taylor

WV Department of Transportation
 Division of Highways
 District Five
 P.O. Box 99
 Burlington, WV 26710
 Telephone 289-3521
 Berkeley, Grant, Hampshire,
 Hardy, Jefferson, Morgan,
 Mineral

WV Department of Transportation
 Division of Highways
 District Six
 1 DOT Drive
 Moundsville, WV 26041
 Telephone 843-4041
 Brooke, Hancock, Marshall, Ohio,
 Tyler, Wetzel

WV Department of Transportation
 Division of Highways
 District Seven
 P.O. Box 1228
 Weston, WV 26452
 Telephone 269-0400
 Barbour, Braxton, Gilmer, Lewis,
 Upshur, Webster

WV Department of Transportation
 Division of Highways
 District Eight
 P.O. Box 1516
 Elkins, WV 26241
 Telephone 637-0215
 Pendleton, Pocahontas, Randolph,
 Tucker

WV Department of Transportation
 Division of Highways
 District Nine
 146 Stonehouse Road
 Lewisburg, WV 24901
 Telephone 647-7450
 Fayette, Greenbrier, Monroe,
 Nicholas, Summers

WV Department of Transportation
 Division of Highways
 District Ten
 270 Hardwood Lane
 Princeton, WV 24740
 Telephone 425-2155
 McDowell, Mercer, Raleigh,
 Wyoming

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**HARDSHIP RELOCATION CERTIFICATION
PRE-DRAW CHECK RECEIPT**

Occupant Name and Address

<u>Parcel No.</u>	<u>Project No.</u>
<u>District</u>	<u>County</u>

<u>Warrant Number</u>	<u>Name</u>	<u>Amount</u>	<u>Type Claim</u>

I acknowledge receipt of the above listed State Warrants(s) on this _____ day of _____, _____.

Warrant(s) delivered by:	

I certify that all requirements for this payment have been fulfilled and that the relocate moved his/her personal property from the project.

District Right of Way Agent

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

RELOCATION CLAIM – BUSINESS, FARM, NONPROFIT

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

Business (Includes Residential Storage) ☐	(Check One) Farm Operation ☐	Nonprofit Organization ☐

I, the undersigned claimant, certify that I was in occupancy at the time of initiation of negotiations to acquire the real property as designated above and that all my personal property has been/will be moved from the captioned parcel to:

Address: _____

as of (date) _____, and that I am now/will be eligible for reimbursement of moving costs and hereby make claim in the amount of \$ _____

I further certify that a representative of the West Virginia Department of Transportation, Division of Highways delivered a Relocation Brochure and explained moving costs to me, including my rights to “Appeal”, and I am a lawful resident of the United States.

Date _____ Claimant _____

By: _____ Title: _____

Payments to be directed to: _____

(If Co-Payee, List Here): _____

I certify that negotiations to for this parcel were initiated (date) _____ and that I have inspected or caused to be inspected the premises of the above-named claimant and that his/her personal property has been/will be removed as stated and that the sum claimed by him/her for reimbursement of moving costs is true and correct.

District Agent _____ Date _____ Signature _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

**FIXED PAYMENT CLAIM – BUSINESS, FARM, NONPROFIT
(IN LIEU OF PAYMENT)**

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

_____ BUSINESS – I certify that: the business owns or rents personal property which must be moved for the project; and the business cannot be relocated without a substantial loss; and the business is not part of a commercial enterprise having more than 3 other entities which are not being acquired and which are under the same ownership and engaged in the same or similar business activities.

_____ FARM OPERATION – I certify that: the farm operation being discontinued or relocated has Or will be moved in its entirety or that, in the case of a partial taking of the real property, Such partial acquisition has caused a substantial change in the nature of the farm operation.

_____ NONPROFIT – I certify that: the nonprofit organization has established its nonprofit status Under applicable State and Federal law and that the organization cannot be relocated Without a substantial loss.

I further certify that true and accurate copies of my Federal Income Tax Return and/or other financial documentation are attached hereto and that this claim represents my entire moving cost claim and the West Virginia Department of Transportation, Division of Highways is released from any payment for this property as realty. I also certify that a representative of the Department delivered a Relocation Brochure and explained The procedures, including my right to “Appeal”.

I, the undersigned claimant, hereby make claim for a “Fixed Payment” in the amount of \$ _____

Claimants Signature

Date

Title

I request payment to be mailed to:

Business Name: _____

Address: _____

I certify that negotiations for this parcel were initiated on (date) _____ and that the above-named claimant has moved from the above-designated parcel (or no longer an economic farm operation) and that I have investigated or caused to be investigated the physical and economic conditions of the Claimant’s certification and my Determination of Eligibility is attached.

District Agent _____ Date _____ Signature _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

SEARCHING TIME FOR REPLACEMENT SITE

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

<i>NAME (Searcher)</i>	<i>DATE OF SEARCH</i>	<i>NUMBER OF HOURS</i>	<i>ACTUAL WAGE RATE PER HOUR</i>	<i>AREA SEARCHED (Location and/or Address)</i>

Total Hours _____ Rate _____ Total Wages \$ _____
 *Total Other _____
 Expenses \$ _____
 Payment _____
 Claimed \$ _____

*Invoices or receipts for other expenses, such as transportation, meals and lodging incurred while searching for a replacement site, should be attached to and submitted with this form.

I certify that the above information is a true and accurate statement in regard to my time spent in searching for a replacement site and other expenses claimed.

CLAIMANT

DATE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS****ESTIMATE - BID**

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

(Check One)

Residential

☐

Business

☐

Farm Operation

☐

Nonprofit Organization

☐

Claimant (dba) _____ Distance of Move _____
Address (Old Location) _____

Address (New Location) _____

DESCRIPTION:

1. Residential (Residential Personal Property, Tools,
Lumber, Junker Cars, etc.) _____
2. Business (Service Station, Grocery, etc.) _____
3. Farm (Dairy, Produce, etc.) _____
4. Nonprofit (Church, School, etc.) _____

SEE ATTACHED DOCUMENTATION

The estimated cost to move the personal property (list attached) to the new address is \$ _____

Moving Company Name: _____

By Estimator: _____ Date: _____

Estimator's Fee \$ _____ Approved for Fee Purposes _____

District Agent _____ Date _____ Signature _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS****CERTIFIED INVENTORY LIST**

State Project	_____	DOH District	_____	Parcel	_____
Federal Project	_____	County	_____		

Claimant: _____

Inventory of items to be moved

(Submitted by claimant and verified by a WVDOH Representative)

Inventory of items actually moved to new location

(Submitted by claimant and verified by a WVDOH Representative)

I certify that I have personally inspected or caused to be inspected the items to be moved (or actually moved) and to the best of my knowledge all information is true and correct.

District Agent

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

REPLACEMENT HOUSING INSPECTION SHEET

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____ Spouse: _____ O/T: _____

Address: _____

Purchase Price Actually Paid \$ _____

Actual Rent: \$ _____ Mo+Est. Utility Cost: \$ _____ /Mo. = Total Replacement % _____ /Mo.

Picture and Floor Plan with Approximate
Room Size and Identify Each Room

Does this replacement property appear
To meet the following standards for
Decent, safe, and sanitary:

<u>ITEM</u>	<u>YES/NO</u>	
Heating	☐ Yes	☐ No
Lighting	☐ Yes	☐ No
Ventilation	☐ Yes	☐ No
Egress	☐ Yes	☐ No
Water	☐ Yes	☐ No
Plumbing	☐ Yes	☐ No
Sewer/Septic	☐ Yes	☐ No
Electrical	☐ Yes	☐ No
Structural Soundness	☐ Yes	☐ No
Adequate Space for the Subject Property	☐ Yes	☐ No
No. of Baths _____	☐ Yes	☐ No
Kitchen Facility	☐ Yes	☐ No
All Other Standards	☐ Yes	☐ No

If not decent, safe, and sanitary, explain in detail: _____

Additional Comments: _____

I certify that I have personally inspected this replacement property, and to the best of my knowledge, all information is true and correct.

Inspector: _____ Date: _____ Signature: _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

REPLACEMENT HOUSING APPRAISAL

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____ Spouse: _____ O/T: _____

The appraiser certifies that:

- (a.) This determination of replacement value is to be used in connection with a Federal-Aid Highway Project.
- (b.) He has no direct or indirect present or contemplated future personal interest in this property or in any benefit from its acquisition.
- (c.) The comparables are representative of the subject property, available on the private market and meet the criteria of a comparable property as described in the West Virginia Department of Transportation, Division of Highways procedures procedures manual
- (d.) The comparables can be found in Comparable Book Number _____

OWNER TO OWNER (90 Day Occupant)

My opinion is that Comparable Number _____ Is most comparable and is equal to or better than the subject property, therefore, the indicated replacement housing cost is:

BREAKOUT ☐ Yes ☐ No If yes, see page _____ Of this appraisal. \$ _____

TENANT (90 Day Tenant and Owner to Tenant)

My opinion is that Comparable Number _____ Is most comparable and is equal to or better than the subject property, therefore, the indicated rental payment is: \$ _____

I certify that I have personally inspected this replacement property, and to the best of my knowledge, all information is true and correct.

(Replacement Housing Section)

Date

(Reviewer)

Date

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

90 DAY OWNER OCCUPANT REPLACEMENT HOUSING APPRAISAL

State Project _____	DOH District _____	Parcel _____
Federal Project _____	County _____	_____

Occupant: _____ Phone: _____

Address: _____

Attach Picture of Subject Property:

My opinion of the Replacement Value of the subject property, based on an analysis of comparable properties, is:

\$ _____

My opinion of the Rental Replacement Housing Payment (Rental Assistance Payment), based on an analysis of comparable properties, for the above-named owner is:

\$ _____

Attachments ☐ **Yes** ☐ **No**

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

COMPARABLES – CORRELATION AND CONCLUSION (OWNER TO OWNER)

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____

Comps from Book: _____

<i>ITEM</i>	<i>SUBJECT</i>	<i>Comp No. & Address</i>	<i>Comp No. & Address</i>	<i>Comp No. & Address</i>
Price				
Type & Construction				
Number of Rooms / Bedrooms				
Living Area				
Age				
Lot Size / Description				
Neighborhood Equal / Better				
Garage Data				
Basement Data				
Number of Bathrooms				

Correlation of above comparables and finals conclusion:

Replacement Cost: _____
Less Fair Market Value: _____
Price Differential: _____

Breakout: (Attached Memorandum from Appraisal Section)

Attachments ☐ Yes ☐ No

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

90 DAY TENANT REPLACEMENT HOUSING APPRAISAL

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____ Phone: _____

Address: _____

Attach Picture of Subject Property:

My opinion of the Rental Replacement Housing Payment (Rental Assistance Payment), based on an analysis of comparable properties, for the above-named owner is:

\$ _____

Attachments ☐ **Yes** ☐ **No**

ADDITIONAL INFORMATION

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

COMPARABLES – CORRELATION AND CONCLUSION (TENANT TO TENANT)

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____

Comps from Book: _____

<i>ITEM</i>	<i>SUBJECT</i>	<i>Comp No. & Address</i>	<i>Comp No. & Address</i>	<i>Comp No. & Address</i>
Rent				
Estimated Utilities				
Number of Rooms / Bedrooms				
Living Area				
Age				
Neighborhood Equal / Better				
Garage Data				
Basement Data				
Number of Bathrooms				

Correlation of above comparables and final conclusion: _____

Rental Computations:

Asking Rent and Utilities of Selected Comparable _____ x 42 = \$ _____

- a. Actual Rent and Utilities of Subject _____ x 42 = \$ _____
- b. Economic Rent and Utilities of Subject _____ x 42 = \$ _____
- c. 30% Average Gross Household Income _____ x 42 = \$ _____
- d. Total Designated by Welfare as Shelter and Utilities _____ x 42 = \$ _____

Minus the Lesser of these Base Rents \$ _____

Indicated Payment \$ _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

REPLACEMENT PAYMENTS - OWNER

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____

This is to inform you that the West Virginia Department of Transportation, Division of Highways has authorized a supplemental payment offer to you. This amount is offered to you provided you meet all eligibility requirements of a 90-day owner occupant as outlined in the "Relocation Brochure". If you do not have a brochure, please request one immediately.

Based on information assembled by this office, you are entitled to an amount up to \$ _____ additional dollars as a price differential payment provided you spend the fair market value of \$ _____, plus the replacement housing supplement, on a decent, safe, and sanitary replacement housing payment that cost at least _____. The amount of the replacement housing payment is based on a comparable Dwelling located at _____

This offer is subject to the condition that you meet all requirements of the Relocation Assistance and Real Property Policy Act of 1970 and its Amendments, which is summarized in the Relocation Brochure for further information about the exact procedure for payment computation. Before any payment can be made, you must be able to fully document your eligibility.

In the event of condemnation proceedings, the claimant acknowledges that the amount of any Price Differential Payment will be reduced so that the combined amount of the final judgment and the replacement housing payment does not exceed the cost of this comparable dwelling, but in no event shall the amount be reduced by more than the replacement housing payment.

Personnel at our office are ready to assist you should you have any questions or need assistance.

Receipt Acknowledged

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS****REPLACEMENT PAYMENTS – TENANT**

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____

This is to inform you that the West Virginia Department of Transportation, Division of Highways has authorized a rental assistance payment offer to you. This amount is offered to you provided you meet all eligibility requirements as outlined in the “Relocation Brochure”. If you do not have a brochure, please request one immediately.

Based on information assembled by this office, you will incur a higher monthly rental fee to rent a similar dwelling to the one you now occupy. The Division of Highways will offer you a lump-sum payment of \$ _____ if you rent and occupy a decent, safe, and sanitary replacement dwelling costing at least \$ _____ including estimated utilities; and provided you meet all other eligibility requirements. The amount of this payment is based on a comparable located at:

If you elect to purchase a decent, safe, and sanitary replacement instead of renting one, you are eligible for up to \$7200 to help pay the down payment and closing costs, provided you meet all other eligibility requirements.

Please refer to your Relocation Brochure for further information about the exact procedure for payment computation. Before any payment can be made, you must be able to fully document your eligibility.

Personnel at our office are ready to assist you should you have any questions or need assistance.

Receipt Acknowledged

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

INTEREST DIFFERENTIAL COMPUTATION LOAN REDUCTION METHOD

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Occupant: _____ Spouse: _____

REQUIRED INFORMATION

1. Outstanding balance of mortgage on acquired dwelling \$ _____ 2. Outstanding balance of mortgage on replacement dwelling \$ _____ 3. Lessor of Line 1 or Line 2 \$ _____ 4. Number of months remaining until last payment is due for mortgage on acquired dwelling _____ 5. Number of months remaining until last payment is due for mortgage on replacement dwelling _____ 6. Lessor of Line 4 or Line 5 _____	7. Annual interest rate of mortgage on acquired dwelling _____ 8. Annual interest rate of mortgage on replacement dwelling (or, if it is lower, the prevailing annual interest rate currently charged by mortgage lending institutions in the general area in which the replacement dwelling is located) _____ 9. Monthly mortgage payment including principal and interest on acquired dwelling. (Do not include taxes and insurance). _____ 10. If applicable, any debt service costs on the loan on the replacement dwelling, such as points paid by the purchaser which are not reimbursable as an incidental expense. _____

CALCULATION OF INTEREST PAYMENT

	%	Term	Payment		Present Worth of 1 Per Period		Balance
Old Loan	_____	_____	_____	x	_____	=	_____
Old Loan	_____	_____	_____	x	_____	=	_____

Results of First Mortgage \$ _____

Add debt service costs on loan on replacement dwelling (Line 10) \$ _____

AMOUNT OF INTEREST PAYMENT \$ _____

Replacement Housing Section

Date

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

INTEREST DIFFERENTIAL MORTGAGE DATA (OLD ADDRESS)

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

Occupant: _____ Spouse: _____

Address Old Property: _____

Address New Property: _____

TO BE COMPLETED BY MORTGAGEE

MORTGAGE INFORMATION

(Old Address)

1. Amount of Loan \$ _____

2. Date of Mortgage _____

3. Interest Rate _____ %

4. Principle & Interest Payment _____ /Mo.

(do not include taxes and insurance)

5. Date This Loan Paid Off _____

6. Amount of Remaining
Principle Balance at Time
Of Mortgage Payoff \$ _____

7. Remaining Term _____

(remaining number of monthly payments date of payoff)

I certify that the above information is true and correct.

Mortgage Company or Mortgage

By

Date

Information obtained by: _____ Date: _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

SUMMARY OF INCIDENTALS COSTS

State Project _____ DOH District _____ Parcel _____
Federal Project _____ County _____

Claimant: _____ Spouse: _____

New Address: _____

INCIDENTAL EXPENSES: The incidental expenses payment is the amount necessary to reimburse the homeowner for the actual costs incurred by him/her incident to the purchase of the replacement dwelling, but not for prepaid expenses.

ACTUAL INCIDENTAL EXPENSES: (Attach a copy of Closing Statement and/or Appropriate Receipts)

1. Legal, closing, and related costs, preparing conveyance contracts, notary fees (usually not preparation of deeds)	\$ _____
2. Lenders, FHA or VA appraisal fee and application fees	\$ _____
3. Loan origination or assumption fees that do not represent prepaid interest	\$ _____
4. Certification of structural soundness when <u>required by lender</u>	\$ _____
5. Credit Report	\$ _____
6. Legal abstract of title (title search)	\$ _____
7. Recording Fees	\$ _____
8. Survey, preparing drawings or plot	\$ _____
9. Sales or transfer taxes (usually not deed tax stamps; not to exceed the costs for a comparable)	\$ _____
10. Escrow agent's fee	\$ _____
11. Owner's and mortgager's evidence or assurance of title	\$ _____
TOTAL	\$ _____

REMARKS: _____

Compiled By: _____ Date: _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

ELIGIBLE COSTS REIMBURSEMENT FORM

State Project

Federal Project

DOH District

County

Parcel

Owner:

Spouse:

Sale Price – Selected Comparable:

Actual Replacement:

Mortgage Balance - Acquired

Actual Replacement:

<u>SETTLEMENT COSTS</u>	<u>ACTUAL</u>	<u>REIMBURSABLE</u>
Appraisal Fee	\$	\$
Credit Report	\$	\$
Legal Fees	\$	\$
Title Exam Fee	\$	\$
Document Preparation	\$	\$
Notary Fee	\$	\$
Judgment Reports	\$	\$
Lien Certificate	\$	\$
Recording Mortgage/Deed	\$	\$
Survey	\$	\$
House Inspection	\$	\$
<u>LIMITED REIMBURSABLE ITEM</u>	<u>ACTUAL</u>	<u>REIMBURSABLE</u>
Loan Origination	\$	\$
Buyer’s Points	\$	\$
Lender’s Title Insurance	\$	\$
County Stamps	\$	\$
State Stamps	\$	\$
County Recordation	\$	\$
<u>OTHER INCIDENTAL COSTS</u>	<u>ACTUAL</u>	<u>REIMBURSABLE</u>
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<u>Total Eligible Reimbursable Settlement Costs</u>		\$

Compiled By:

Date:

State Project _____ DOH _____
 District _____ Parcel _____
 Federal Project _____ County _____

Date _____

I, _____, Spouse _____
am dissatisfied with the determination of payment of eligibility for (Moving Costs, Replacement Housing or
Mortgage Interest or Incidental Costs) _____
and wish to appeal for the following reason:

I (occupy or occupied) _____ property at
_____ in _____
(Street) (City)

I understand there will be a preliminary hearing held at the District level. Will you inform me as to a convenient time and place to discuss my appeal?

 Claimant

 Date

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

RESIDENTIAL RELOCATION FILE CHECKLIST

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

		DATE	AMOUNT
1. Appraisal	☐ Yes ☐ No		
2. Questionnaire – Form RW 12.01	☐ Yes ☐ No		
3. RHA (RHP)	☐ Yes ☐ No		
4. Replacement Housing Amount	☐ Yes ☐ No		
5. Form RW 12.13	☐ Yes ☐ No		
6. Form RW 12.02 – 1 st Contact	☐ Yes ☐ No		
7. Moving Payment:		COMMENTS	
Scheduled Move – Room Count	(_____)		
Actual Move – 2 Bids	Bid #1: _____	Bid #2: _____	
Invoice Date:			
8. Replacement Housing:		COMMENTS	
Purchase Agreement / Contract or Lease	☐ Yes ☐ No		
DSS Inspection (Form RW 12.10)	☐ Yes ☐ No		
Repl. Housing Invoice Date:			
Rent Supplement	☐ Yes ☐ No		
Additional Claims	☐ Yes ☐ No		
9. Incidental Expenses:		COMMENTS	
Closing Statement	☐ Yes ☐ No		
Incidental Payment	☐ Yes ☐ No		
Invoice Date:			
10. Mortgage Interest Differential Payment:		COMMENTS	
Form RW 12.14 (To be completed by the mortgage company)	☐ Yes ☐ No		
Mortgage Toolbox Interest Differential Computation (From the FHWA Web Site)	☐ Yes ☐ No		
Copy of Old Deed	☐ Yes ☐ No		
Copy of New Deed	☐ Yes ☐ No		
Invoice Date:			
11. Housing of Last Resort:		COMMENTS	
Memo to File	☐ Yes ☐ No		
12. Property Management:		COMMENTS	
Keys Obtained	☐ Yes ☐ No		
Signs Posted	☐ Yes ☐ No		
Asbestos Requested	☐ Yes ☐ No		

Additional Notes to File:

District Agent: _____ Date Completed: _____

Signature: _____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

NON-RESIDENTIAL RELOCATION FILE CHECKLIST

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

		DATE	AMOUNT
Appraisal	☐ Yes ☐ No		
Questionnaire – Form RW 12.01A	☐ Yes ☐ No		
Form RW 12.02A – 1 st Contact	☐ Yes ☐ No		
Moving Expenses:			
1. Commercial Mover			COMMENTS
Two Move Bids	Bid #1: _____	Bid #2: _____	
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Form RW 12.07A – Personalty List of items to be moved	☐ Yes ☐ No		
2. Move Cost Finding (\$2,500 Maximum)			COMMENTS
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Form RW 12.07 – Estimate – Bid Forms	☐ Yes ☐ No		
Form RW 12.07A – Personalty List of items to be moved	☐ Yes ☐ No		
Pictures of the item(s) moved	☐ Yes ☐ No		
Memo Detailing the amount of the move	☐ Yes ☐ No		
3. Self-Mover			COMMENTS
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Form RW 12.07 – Estimate – Bid Forms	☐ Yes ☐ No		
Form RW 12.07A – Personalty List of items to be moved	☐ Yes ☐ No		
Pictures of the item(s) moved	☐ Yes ☐ No		
Two Licensed Bids -	Bid #1: _____	Bid #2: _____	
4. Estimating Time			COMMENTS
Signed Estimator Invoice	☐ Yes ☐ No		
Form RW 12.07 – Estimate – Bid Forms	☐ Yes ☐ No		
Form RW 12.07A – Personalty List of items to be moved	☐ Yes ☐ No		
5. Searching for a Replacement Site			COMMENTS
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Form RW 12.06B – Searching Time for Replacement Site	☐ Yes ☐ No		
Receipts related to search (Meals, lodging, and fees of real estate agents/brokers)	☐ Yes ☐ No		
Reestablishment Expenses (\$25,000 Maximum)			COMMENTS
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Copies of Receipts for Work Performed to reestablish the business	☐ Yes ☐ No		
Memo explaining the receipts and the work done	☐ Yes ☐ No		
Tally Memo to keep track & ensure that the maximum payment isn’t exceeded	☐ Yes ☐ No		
In-Lieu of Payment			COMMENTS
Form RW 12.06 – Claim Form	☐ Yes ☐ No		
Supporting Documents – Tax Returns from the past 2 years	☐ Yes ☐ No		
Property Management			COMMENTS
Keys Obtained	☐ Yes ☐ No	Date:	
Signs Posted	☐ Yes ☐ No	Date:	
Asbestos Request	☐ Yes ☐ No	Date:	
Additional Notes to File:			

District Agent: _____ Date Completed: _____

Signature: _____

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

INTEREST DIFFERENTIAL MORTGAGE DATA (NEW ADDRESS)

State Project _____ DOH District _____ Parcel _____

Federal Project _____ County _____

Occupant: _____ Spouse: _____

Address Old Property: _____

Address New Property: _____

TO BE COMPLETED BY MORTGAGEE

MORTGAGE INFORMATION

(New Address)

1. Amount of Loan \$ _____

2. Date of Mortgage _____

3. Interest Rate _____ %

4. Principle & Interest Payment _____ /Mo.
(do not include taxes and insurance)

5. Term of New Loan _____ /Yrs.

I certify that the above information is true and correct.

Mortgage Company or Mortgage

By

Date

Information obtained by: _____ Date: _____