

Department of Engineering
Tim Bryan, P.E., County Engineer

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MEMORANDUM

October 19, 2020

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Amendment to Agenda Item from October 5, 2020 Meeting
Supplemental Agreement #2
Bozeman Road Project

The Engineering Department is recommending the approval of Supplemental Agreement #2 for Neel -Schaffer, Inc's additional right-of-way services and condemnation services, in conjunction with Board Attorney, Mike Espy, for the Bozeman Road project.

**SUPPLEMENTAL AGREEMENT NUMBER 2 TO
THE AGREEMENT FOR PROFESSIONAL SERVICES**

BETWEEN

Madison County

AND

NEEL-SCHAFFER, INC.

WHEREAS: The **Madison County Board of Supervisors, Madison County, Mississippi**, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER** entered into an **AGREEMENT** on July 17, 2017 for “general scope of work and location” and **SUPPLEMENATAL AGREEMENT NUMBER 1** on April 15, 2019 for the widening of **Bozeman Road** and hereinafter called the “**Project**”,

WHEREAS: The **OWNER** has identified the need for additional services not included in the **AGREEMENT**; and,

NOW THEREFORE: In accordance with Section 2 of the **AGREEMENT**, the **ENGINEER** will provide additional services “for scope of work and fee” as detailed in Exhibit B attached hereto and made a part of the **AGREEMENT**. This Supplemental Agreement in no way modifies or changes the **AGREEMENT** of which it becomes a part, except as specifically stated herein.

OWNER:

MADISON COUNTY BOARD OF SUPERVISORS

ENGINEER:

NEEL-SCHAFFER. INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Executive Vice President

DATE: _____

DATE: 9/29/2020

**Right of Way Real Estate Services for Bozeman Road Project
Madison County**

SCOPE OF WORK

General

The scope of work under this Right of Way Real Estate Services Contract identifies the real estate 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. Project Management | (Neel-Schaffer) |
| 2. Right-of-Way Maps and Deeds | (Maptech) |
| 3. Title Update/Closing | (Price & Zirulnik) |
| 4. Appraisal | (Integra Realty Resources) |
| 5. Appraisal Review | (John B. "Jeb" Stewart, SR/WA) |
| 6. Acquisition | (Right of Way Technology, Inc.) |
| 7. Relocation | (Right of Way Technology, Inc.) |
| 8. Property Management | (Right of Way Technology, Inc.) |
| 9. Eminent Domain Services | (Price and Zirulnik) |
| 10. Section 404 Permitting | (Headwaters) |

The services performed under this contract shall be performed by the CONSULTANT on behalf of the LPA 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 LPA. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, Federal Regulations 49 CFR 24. The services performed shall also be in accordance with the Project Progress Schedule attached to this Scope of Work. (See *Exhibit A*).

For brevity throughout the following paragraphs, references to the Local Public Agency "LPA" shall refer to Madison County, "MDOT" shall refer to Mississippi Department of Transportation and "CONSULTANT" shall refer to the consultant hired by the LPA to perform the real estate services under this contract.

For specific policies and procedures regarding the ROW process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current MDOT Right of Way Operations Manual, (ROM) as a guide.

RIGHT-OF-WAY MAPS AND DEEDS

The LPA may opt to negotiate a fee with the CONSULTANT for preparation of the following: deed research, location of property lines, preparation of acquisition (appraisal) maps and preparation of plats for conveyance and legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi. Field staking of proposed Right-of-Way limits and easements is to be included. Not included are a title search, property acquisition and closing.

The Right-of-Way Acquisition Map is a composite mosaic of the individual parcels which are to be acquired on the project. This map is used by the appraisers and negotiators to present the information to the landowners during the acquisition phase of the Right-of-Way process. The map includes a layout sheet which locates the project on the highway, showing a Point of Beginning and an End of Project, or Work Sites in the case of bridges or intersection projects. The following sheets are generally at a scale of 1"= 100', 1"= 200', or 1"= 400' (depending on the amount of information presented and the size of the project). Each parcel to be acquired is identified by parcel number, owner name, and area of take. The remaining area is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. Instruments include Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds) and Access Rights Deeds (G-Deeds). The maps are printed out on E-size sheets on reproducible film media when finalized to preserve the information.

The Right-of-Way Division of MDOT has Standard Operating Procedures and a Right-of-Way Manual. The CONSULTANT shall adhere to the Standard Operating Procedures and the requirements set forth in the Right-of-Way Manual in the preparation of Maps and Deeds. The Right-of-Way Division may review any or all parts of the Maps and Deeds in order to check compliance with the Standard Operating Procedures and the Right-of-Way Manual.

The CONSULTANT acknowledges that revisions to plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

Title Update/Closing Services Scope of Work

Title Abstracting

Consultant attorneys who contract with the LPA to provide title services for a right of way project shall furnish the LPA with a title abstract for each tax parcel affected by the project. Title abstracts shall cover a period of not less than 32 years, or longer, if necessary to locate a warranty deed or court decree conveying title. Each title abstract shall contain the following:

- (a)** A certificate of title signed by the attorney, identifying the tax parcel(s) covered; the fee owner of the parcel(s) and owners of any other interests (e.g., easements, leasehold interests, etc.); any deeds of trust, liens, judgments or any other encumbrances affecting the property; the status of ad valorem property taxes assessed against the parcel(s); and any other issues affecting title to the parcel(s).
- (b)** A tax abstract for each tax parcel covered by the title certificate for a period of at least three years, stating that taxes are paid to date, noting the amounts of taxes paid each year, or providing the details of any tax sales within the period covered and the amount of any delinquent taxes, plus interest and penalties, still due and payable.
- (c)** A deraignment of title listing all documents in the chain of title of subject parcel(s), identifying grantors and grantees, books and pages where recorded in county land records, dates of execution and recording and types of instruments.
- (d)** A portion of a county tax map depicting subject parcel(s). Attorneys shall also provide the LPA with copies of all tax maps containing part of subject project.
- (e)** Copies of all instruments listed in the deraignment of title.

Title Updates

Consultant attorneys may be asked to provide the LPA with title updates for any title abstracts over one year old and for any abstract under which a change of ownership or other change has occurred. Each update shall contain a supplemental certificate of title signed by the attorney, detailing any changes in ownership, any new deeds of trust or other encumbrances, the current status of ad valorem property taxes and copies of documents reflecting any changes noted.

Property Closings

Consultant attorneys who contract with the LPA to facilitate property closings on parcels acquired for the project shall:

- (a)** Review title abstracts to confirm that appropriate documents have been prepared and executed for all interests in subject parcel(s).
- (b)** Obtain releases of any deeds of trust and other liens and encumbrances affecting the parcel(s).
- (c)** Bring ad valorem property taxes up to date, if not already current.
- (d)** Disburse funds for the parcel acquisition as appropriate to the property owner, any lien holders, etc.
- (e)** After the transfer document and any other instruments obtained are recorded, provide the LPA with a final certificate of title, together with other closing documents.

TITLE UPDATE/CLOSING SERVICES SCOPE OF WORK

The CONSULTANT will have primary responsibility for conducting update title searches and preparing property abstracts, certificates, titles, and other normal, customary and mandated legal instruments, etc. required for obtaining legal title to land required for right of ways, construction easements and land acquisitions necessary to construct the Project (excluding any work necessary to clear title other than notifying the LPA of problems relating thereto.) The consultant shall provide an attorney's certificate of title for each right of way parcel certifying that good and merchantable title was obtained from the parcel's owner.

The CONSULTANT shall have primary responsibility for performing his work in accordance with the most current rules and regulations of the LPA, Federal Highway Administration, the State of Mississippi and the operating procedures of the Mississippi Department of Transportation, Right of Way Division, regarding right of ways, easements and acquisitions including but not necessarily limited to the Federal Uniform Relocation and Real Property Policies Act of 1970 (Uniform Act.)

APPRAISAL SCOPE OF WORK

General

After written authorization has been received by the LPA from the MDOT LPA District Coordinator, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including 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. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser should be a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act ;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

Definitions

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

APPRAISER OF RECORD – The appraiser who is a licensed certified general real estate appraiser with experience in appraising real estate and interests in real property for the purpose of right of way acquisition and develops and reports the appraisals for each parcel on the project.

REVIEW APPRAISER – The Review Appraiser for the project, either performing as an employee of the LPA or hired by the LPA by contract. The Review Appraiser shall be a licensed certified general real estate appraiser with a minimum of six (6) years of experience in appraising and/or appraisal review of real estate and interests in real property for the purpose of right of way acquisition.

RECOMMENDED APPRAISAL – Review Appraisers under contract by the LPA to perform appraisal review services are only authorized to “recommend” an appraisal report to the LPA as the basis for the amount believed to be as just compensation. An authorized official of the LPA shall utilize the “Recommended Appraisal” to establish the amount believed to be just compensation.

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended.

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted, or recommended.

Appraisal Meeting

Before beginning developing or reporting of any appraisal work, the CONSULTANT (including any sub-consultants) and the Review Appraiser shall meet jointly with the LPA to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports), parcels that may qualify for use of waiver valuations, and the need for specialty reports will be discussed. At this meeting the LPA shall provide to the CONSULTANT the following:

1. Right of Way Acquisition Map(s);
2. Deeds (Conveyance instruments);
3. Deraignment of title on all parcel interests;
4. One set of ROW plans; and
5. Other pertinent information about the project.

Project Sales Brochure

The CONSULTANT shall prepare a Project Sales Brochure along with a record search list, showing the Sections, Townships and Ranges that were searched for comparable sales. The CONSULTANT shall include a map of comparable sales with the Project Sales Brochure. A copy of the Project Sales Brochure shall be furnished to the Review Appraiser, and, if requested, to the LPA and MDOT. The Project Sales Brochure shall be reviewed and accepted by the Review Appraiser before the CONSULTANT begins any appraisal work. During the project, the CONSULTANT shall update the Project Sales Brochure with new sales data and provide a copy of each comparable sale to the Review Appraiser for acceptance before adding to the Project Sales Brochure.

Appraisal Development and Reporting

Once the MDOT LPA District Coordinator has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, 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 initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law 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). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Highlighted copy of the ROW Acquisition Map; and
3. Citizen's Right of Way Acquisition Guide.

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 LPA 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 Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports in accordance with this 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 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. (*See appendix A, §24.103(a) (1).*)
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. (*See appendix A, §24.103(a) (1).*)
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. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee (*See Exhibit B, Real Estate Services Fee Schedule*) agreed to and made a part of the Real Estate Service Contract for the LPA shall include any and all expenses necessary for, and related to, completion of the Project Sales Brochure, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the LPA, 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 LPA shall approve payment of appraisal reports for each parcel appraised upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the Review Appraiser and shall be subject to approval by the LPA. If it is determined by the LPA that a Specialty Report is necessary, then the LPA shall enter into a Specialty Report Agreement with a professional service provider to prepare the Specialty Report.

A "Specialty 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 report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

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

Revised Appraisal Reports and Project Sales Brochure

The LPA will review any and all revisions to the Right of Way Acquisition Maps 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 and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA 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 Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

Preparation of Appraisals for Court Testimony

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the LPA at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for LPAs in Mississippi.

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this 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 within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such "Additional Services".

In the event of condemnation proceedings, the LPA shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by LPA to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the LPA, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the LPA. The LPA shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The LPA may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the LPA at no additional costs above the agreed upon fee for this service.

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 this 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. The Review Appraiser should be a State Certified General Real Estate Appraiser with at least six (6) years' of experience in appraisal for the purpose of acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
4. All appraisal review reports shall be completed in a format materially equivalent to the MDOT Appraisal Review Report Forms;
5. If the MDOT Appraisal Review Reports are used, all references to MDOT must be edited to replace MDOT with the LPA name; and
6. The Establishment of the Amount Believed to be Just Compensation or also referred to as the Establishment of Just Compensation (EJC) Form shall be completed on the approved MDOT form, edited to replace the references to MDOT with the LPA name.

Appraisal Review Scope of Work

The Review Appraiser shall meet with the LPA and the real estate CONSULTANT at the beginning of the project acquisition phase 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 LPA.

The primary function of the Review Appraiser under this contract is to recommend (to the LPA) 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 this contract shall, at a minimum, meet the following requirements as defined in 49 CFR 24.104 as follows:

1. A qualified Review Appraiser (*see* §24.103(d) (1) and appendix A, §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 24.2(a) (3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, 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;
2. 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); and

3. 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 acquiring Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the review, present and analyze market information in conformance with §24.103 to support recommended value. (See appendix A, §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and 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 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 LPA 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 LPA. If deficiencies are found, the appraisal report will be returned to the CONSULTANT for corrections or clarifications, and the Review Appraiser shall have additional time to complete the appraisal review as determined by the LPA.

The Review Appraiser shall provide to the LPA a Review Appraisal Weekly Status Report in a format prescribed by the LPA, but may use the Review Appraisal Weekly Status report as a guide. (See Exhibit E).

The Review Appraiser shall provide one (1) recommended appraisal report, one (1) appraisal review report, and one (1) Establishment of Just Compensation (EJC) Form to the LPA. The LPA's designated official shall complete the Establishment of Just Compensation Form (EJC) by signing and dating the form. Once the EJC has been completed by the LPA, the LPA 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 EJC to the CONSULTANT for each parcel on the project. This document shall be provided at the discretion of the LPA in either hard copy or electronic format.

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise the LPA, 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. In addition, the Review Appraiser shall make a supported, written recommendation to the LPA when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with the LPA, the CONSULTANT, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

The negotiated appraisal review fee per parcel (see Exhibit C, Review Appraisal Fee Schedule) agreed to and made a part of the Real Estate Service Contract shall include any and all expenses necessary for, and related to, 1) review and acceptance of the Project Sales Brochure, 2) developing and reporting the original and revised Appraisal Review Reports, which results in a recommended amount believed to be just compensation, 3) preparation of the EJC, and, upon request by the LPA, 4) time required to attend conferences for the purpose of discussing certain aspects of the appraisal report.

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

The LPA 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 LPA shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the LPA of the recommended appraisal report or Review Appraiser(s)' determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment 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 Project Sales Brochure to the LPA. The following items shall be furnished as indicated.

The LPA shall furnish to the Review Appraiser the following:

1. One (1) original Appraisal Report;
2. One (1) Project Sales Brochure;
3. One (1) Project Sales Location Map;
4. One (1) Record Search List of the Sections, Townships and Ranges searched for comparable sales;
5. One (1) set of full-scale Right of Way Plans, including revised plans; and
6. One (1) set of Project Acquisition Maps, including revised maps.

The Review Appraiser shall furnish to the LPA the following:

1. One (1) recommended Appraisal Report;
2. One (1) Appraisal Review Report;
3. One (1) Establishment of Just Compensation (EJC) Form to be approved (completed, signed and dated) by the LPA designated official; and
4. Review Appraisal Status Report on a regular basis.

The LPA will 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 LPA approved Establishment of Just Compensation (EJC) Offer; and
4. Copy of the Review Appraisal Status Report on a regular basis.

ACQUISITION SCOPE OF WORK

General

The CONSULTANT shall perform the acquisition of real property 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 24.102.

Prior to the Initiation of Negotiations

After the LPA has received written authorization for the MDOT LPA District Coordinator to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

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 LPA Project Director.

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 \$10,000 or less, based on a review of available data.
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 Review Appraiser for the project shall make a recommendation to the LPA Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The LPA Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. *(See Exhibit F)*. A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the LPA Project Director. The LPA shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The LPA Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. *(See Exhibit G)*. The LPA Project Director shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the CONSULTANT.

Establishment and Offer of Just Compensation

The LPA shall establish an 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 LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation. *(See Exhibit H, Establishment of Just Compensation Offer).*

Begin Acquisition

As soon as feasible, after the LPA has received written authorization to begin the Right of Way Acquisition phase of the LPA project and the LPA has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

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 authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official 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 §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

Acquisition by Deed

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

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the LPA. This Fair Market Value Offer shall be in a form prescribed by the LPA and the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. *(See Exhibit G).*

5. A contact record in a format prescribed by the LPA. 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 Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. 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 will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. 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. And;
6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. *(See Exhibit I).*

Acquisition by Donation

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the LPA, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, ***unless*** the LPA determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property ***or*** the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

“I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to _____.”

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

“I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right.”

Acquisition by Condemnation

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

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. 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 Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. 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). 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.

Once a parcel has been recommended for condemnation by the Consultant and the LPA Project Director has approved the parcel for condemnation, the LPA must pass an Order of Condemnation on each parcel being placed into condemnation.

Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA 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 LPA's approved (or recommended) appraisal of 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). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the LPA for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the LPA for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document. *(See Exhibit J).*

Acquisition Status Reports and Record Keeping

The CONSULTANT shall furnish the LPA Project Director, on an agreed upon basis, a status report in a format prescribed by the LPA, using the MDOT ROM as a reference. *(See Exhibit K, Weekly Acquisition Status Report).* This status report shall be inclusive of, but not limited to, 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 fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

All information and files must be maintained by the LPA for a period of three (3) years, and must be made available immediately to MDOT at any time upon MDOT's request. These records must be maintained as prescribed by 49 CFR Part 24 §24.9.

Payment of Services

The LPA will be liable to CONSULTANT for acquisition fees upon receipt of all necessary and recorded conveyance instruments from the CONSULTANT.

RELOCATION ASSISTANCE 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, the LPA may refer to the MDOT ROW Operations Manual as a guide.

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 LPA. 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 LPA's responsibility to review and approve all replacement housing computations and moving expense determinations prior to making an offer to the displacee. The LPA shall provide the CONSULTANT a written notice of approval.

All Relocation Assistance payments require final approval by the LPA. When a claim for payment is not approved by the LPA, corrections shall be made and the claim re-submitted to the LPA within a reasonable amount of time as specified by the LPA.

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 LPA Project Director prior to being requested by the CONSULTANT. The CONSULTANT shall pay for the estimate and shall be reimbursed by the LPA. For personal property moves of Two Thousand Dollars (\$2,000.00) or more, estimates from two (2) commercial movers are mandatory. When offering Cost New Replacement Housing, estimates from two (2) qualified builders who are licensed and bonded are required.

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 or placed in Eminent Domain proceedings. All records shall be kept in a format prescribed by the LPA. 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 condemnation file.

The CONSULTANT shall furnish an up-to-date status report in the time frame prescribed by the LPA in a format prescribed by the LPA (*See Exhibit L, Weekly Relocation Assistance Status Report*). Reports are due to LPA 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 LPA, in writing, within three (3) days of when improvements have been vacated.

Relocation Assistance Procedures

The CONSULTANT shall follow these procedures when called upon to act on behalf of the LPA, unless specifically stated otherwise:

1. The initial contact documentation and pertinent completed forms must be available for review by the LPA, the MDOT 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 LPA for their records.
2. The certificate of legal residency must be obtained from every displacee.
3. The LPA must approve any administrative settlements for CONSULTANT files. The CONSULTANT shall be required to submit a written justification explaining the amount of and where the administrative settlement was placed. Administrative settlements made must be properly recorded to avoid any duplication of payments.
4. The LPA 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 LPA 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 LPA.
10. The CONSULTANT shall, immediately upon recommending a file for condemnation, send the displacee a 90-Day Quick-Take Notice by Certified Mail, return receipt requested, along with an appropriate Eminent Domain Letter. Additionally, the CONSULTANT shall mail by Certified Mail, return receipt requested, the 30-Day Quick-Take Notice after sixty (60) days have passed from the date of delivery of the 90-Day Quick-Take Notice and the required funds are deposited with the Circuit Clerk of the Special Court of Eminent Domain. The CONSULTANT, upon receipt of the Right of Entry and Immediate Possession, and after the expiration of the 30-Day Quick-Take Notice, shall send, at the LPA's discretion and with prior approval, to the displacee a 45-Day Encroachment Letter or process for eviction.
11. The CONSULTANT must provide confirmation of sending all 30-Day Quick-Take Notice(s), 90-Day Quick-Take Notice(s), and 30-Day Notice(s), along with the appropriate eminent domain letters as soon as each is sent and delivery confirmation is received.
12. The CONSULTANT shall provide to the LPA 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 LPA. Appropriate documentation shall include, but is not limited

to, the business Tax ID number, privilege license, business permit, 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 LPA. In each instance where a non-residential reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement site and/or improvement, the proposed purchase must be fully documented and pre-approved by the LPA.
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 LPA 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 LPA.
15. The CONSULTANT shall submit to the LPA 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 LPA Project Director.
17. The CONSULTANT shall deliver all original documentation to the LPA for their records.

Payment of Services

At the discretion of the LPA, the LPA may choose to allow the CONSULTANT to request full payment of relocation fees when the file is closed, or allow the CONSULTANT to submit request, for each parcel, for a partial payment of fifty percent (50%) of the contracted fee when the relocation offer is made and a copy of the offer letter and supporting documentation is provided to the LPA. The CONSULTANT may submit request for final payment of the contracted fee after proper completion of all documentation and expiration/exhaustion of the displacee's relocation assistance benefits, (i.e. that the file may be completely closed).

Relocation Assistance Review

Due to the complexity of the relocations and/or the size of the project, the CONSULTANT shall conduct a review of the documentation of Relocation Assistance payments and services in each file to ascertain compliance with all local, state, and federal regulations.

The CONSULTANT 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.

Relocation assistance review shall include the following:

1. Review Relocation Assistance Agent'(s) statement;
2. Review relocation comparable brochure;
3. Review and approve purchase supplement and moving expense offer computation for residential owners;
4. Review and approve rent supplement and moving expense offer computation for residential tenants;
5. Review and approve moving expense offer computation and business reestablishment for business owners and business tenants;
6. Review and approve all claims for purchase supplement payment, incidental expense, and moving expense for residential owners;
7. Review and approve all claims for rent supplement payment and moving expenses for residential tenants;
8. Review and approve all claims for business reestablishment, search expense, fixed payment, and moving expense for business owners and business tenants; and
9. Review and approve closure of all relocation files.

PROPERTY MANAGEMENT SCOPE OF WORK

General

Depending on LPA needs and/or their capacity to perform the functions listed below, the CONSULTANT may be required to perform any or all of the following functions as outlined in the scope of work. The LPA may utilize the MDOT ROW 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. Asbestos Inspections;

Asbestos Inspection

The CONSULTANT shall, at a minimum, provide the following services:

1. Conduct an asbestos inspection of all improvements located within the proposed right-of-way. The asbestos inspection shall be conducted by a Mississippi certified asbestos inspector. The asbestos reports shall be submitted to the LPA Project Director within ten (10) days of completion; and
2. Prepare plans and specifications for asbestos abatement, if necessary. The plans and specifications shall be prepared by a Mississippi certified Asbestos Project Designer. The plans and specifications shall be submitted to the LPA Project Director.

Asbestos Abatement and Demolition

The CONSULTANT shall, at a minimum, provide the following services:

1. Provide the LPA Project Director a written request for estimates of abatement and demolition costs for each improvement. A copy of the asbestos inspection results for each improvement is to accompany the request;
2. Submit a Property Owner MDEQ Form Notification (*See Exhibit O*) and a STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM (*See Exhibit P*) to the Mississippi Department of Environmental Quality for the project. A copy of the notification form shall be submitted to the LPA Project Director;
3. Perform asbestos abatement in accordance with the plans and specifications, as required. Asbestos abatement shall be performed by a Mississippi certified asbestos abatement contractor;
4. Provide air-monitoring services during asbestos abatement activities. Air monitoring services shall be provided by a third party consultant; and
5. Demolish, remove, or sell all improvements located within the proposed right-of-way.

Within ten (10) working days of the improvements being vacated, the CONSULTANT shall submit a written recommendation to the LPA Project Director for the disposal of improvements on each parcel. No improvements are to be sold back to the original property owner unless they are to be used for replacement housing or business operations through the relocation assistance program. This request must be made in writing and be approved by the LPA.

In the event the improvement is to be sold, the CONSULTANT shall be responsible for consulting with the LPA's legal counsel to ensure all governing laws for sale of city or county-owned property are properly followed. Additionally, the CONSULTANT shall be responsible for advertising improvements for sale and for the collection of monies for said sale(s). An automatically forfeitable performance bond in an amount equal to the estimate for demolition of the improvement(s) shall be required from the purchaser on all sales of improvements to insure that the property is vacated in a timely manner. The CONSULTANT shall furnish to the LPA Project Director the estimate of demolition on each improvement to be sold. A sales contract (*See Exhibit Q*) shall be executed allowing a maximum of forty-five (45) days for the purchaser to remove improvements. If improvements are not removed within thirty (30) days of the date of the contract, the CONSULTANT shall provide written notice to the purchaser that title shall be transferred back to the LPA pursuant to the terms of the contract. (*See Exhibit R*). Monies collected shall be forwarded to the LPA Project Director within five (5) days of collection, along with a memorandum of transmittal. The sale and advertisement of all improvements shall be performed in accordance with Real Property Management procedures, LPA ROW Operations Manual, and 40 CFR Part 61.145. The LPA has the right to reject any and all bids. No sale is final until approved by the LPA.

The CONSULTANT shall furnish the purchaser of improvements with a partially completed Demolition/Renovation Notification Form (*See Exhibit P*), to be completed by the purchaser. In accordance with state and federal regulations, this form must be submitted by the purchaser to the Mississippi Department of Environmental Quality at least ten (10) working days prior to the removal of improvements. Lead and asbestos disclosure statements must be signed by the purchaser and placed in the parcel file (*See Exhibit Sand Exhibit T*).

The CONSULTANT shall be responsible for monitoring the removal of improvements from the right of way to insure they are removed in accordance with all federal and state regulations. No performance bond shall be returned until the improvement has been removed from the right of way in accordance with all federal and state regulations.

When all improvements have been removed, the CONSULTANT shall notify the LPA Project Director, in writing, that the right of way is clear.

Environmental

The CONSULTANT shall review the Hazardous Material portion of the environmental document. Any known or potentially contaminated sites shall be assessed in accordance with federal, state and local regulations and following the LPA ROW Operations Manual Environmental procedures. Specifics regarding known contaminated sites shall be outlined in the specific scope of work. The CONSULTANT shall insert scope of work for the assessment of any known contaminated sites identified in the environmental document for the project. The scope of work shall be approved by the MDOT ROW Coordinator, with concurrence with the MDOT ROW Environmental Coordinator.

If underground storage tanks (USTs), suspected or buried containers, hazardous and/or toxic substances are identified during the performance of this contract, other than that contracted for removal, work in this area shall be immediate discontinued and appropriate measures shall be taken in accordance with federal, state and local requirements.

The CONSULTANT shall report to the LPA Project Director any potentially contaminated site(s) such as hazardous/toxic materials, buried containers or USTs located within the right of way limits of this project, not previously identified in the environmental document. The LPA Project Director shall provide guidance for further work as required in this area with concurrence of the MDOT ROW Coordinator and the MDOT ROW Environmental Coordinator. Once all necessary work has been performed in this area, the CONSULTANT shall provide to the LPA a No Further Action (NFA) letter from the Mississippi Department of Environmental Quality (MDEQ).

Water Wells

The CONSULTANT shall identify and decommission all water wells within the proposed right-of-way. The wells shall be decommissioned in accordance with federal, state and local regulations and following guidelines as forth. *(See Exhibit U)*.

Payment of Services

Payment for the above work shall be made upon completion and verification according to payment schedule included in the Real Estate Service Contract for LPAs in Mississippi, as executed and containing this Right of Way Real Estate Services Scopes of Work.

Schedule of Exhibits

- A. Project Progress Schedule
- B. Real Estate Services Fee Schedule
- C. Review Appraisal Fee Schedule
- D. Estimated Direct Costs
- E. Review Appraisal Weekly Status Report for LPA Project
- F. Waiver Valuation Form
- G. Fair Market Value Offer
- H. Establishment of Just Compensation Offer
- I. Right of Way Agent's Closing Statement
- J. Acquisition Consultant Checklist
- K. Weekly Acquisition Status Report
- L. Weekly Relocation Assistance Status Report

Exhibit A

PROJECT PROGRESS SCHEDULE

CONSULTANT NAME: _____

Work Assignment #: _____

TERMINI: _____

County: _____

Project #: _____

Task	NTP	Months	From	NTP			
		1	2	3	4	5	6

Task	NTP	Months	From	NTP			
		7	8	9	10	11	12

Task	NTP	Months	From	NTP			
		13	14	15	16	17	18

Task	NTP	Months	From	NTP			
		19	20	21	22	23	24

Exhibit B
Real Estate Services Fee Schedule
LPA Project _____
Name of LPA

MAXIMUM ALLOWABLE COST

The consultant shall not exceed the "Cost per Parcel" rate established for this Work Assignment identified below:

Function	Est. No. of Parcels	Cost per Parcel	Total Cost
<u>APPRAISAL PHASE</u>			
Original Appraisal Reports			
Unimproved	XX	\$	\$
Improved	XX	\$	\$
Complex	XX	\$	\$
Revised Appraisal Reports (if requested)	XX	\$	\$
Appraisal Reports for Court (if requested)			
Unimproved	XX	\$	\$
Improved	XX	\$	\$
Pretrial Preparation and Trial Testimony for Court (if requested)	XX	XX hours @ \$ per hour	\$
<u>ACQUISITION PHASE</u>			
Original Acquisition of Parcels			
Waiver Valuation Report	XX	\$	\$
Acquisition of Unimproved Parcel	XX	\$	\$
Acquisition of Improved Parcel	XX	\$	\$
Acquisition of Revised Parcel	XX	\$	\$
<u>RELOCATION PHASE</u>			
Relocation Assistance			
Residential	XX	\$	\$
Business	XX	\$	\$
Farm	XX	\$	\$
Non-Profit	XX	\$	\$
Miscellaneous Personal Property	XX	\$	\$

PROPERTY MANAGEMENT PHASE

Property Management Inventory

Rodent Inspection and Report	XX	\$	\$
Inventory Report	XX	\$	\$
Salvage Value Appraisal(s)	XX	\$	\$
Asbestos Inspections	XX	\$	\$
Asbestos Abatement Plans/Specifications	XX	\$	\$

Asbestos Abatement and Demolition

Asbestos Abatement	XX	\$	\$
Air Monitoring Services	XX	\$	\$
Demolition of Improvements	XX	\$	\$

Environmental

Environmental Site Assessments	XX	\$	\$
Underground Storage Tank Removal	XX	\$	\$

Water Wells

Decommission of Water Wells	XX	\$	\$
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TOTAL DIRECT COSTS (for Labor Hours)* \$

TOTAL MAXIMUM ALLOWABLE COSTS \$

***NOTE:** All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook. The Consultant shall attach the ESTIMATED DIRECT COSTS breakdown for this contract (Exhibit D)

Under no circumstances shall the amount payable by the LPA for this assignment exceed the Total Maximum Allowable Costs of \$_____ (Total of all Charges) without the prior written consent of both parties.

The LPA may retain ____% of the CONSULTANT'S invoice amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

Exhibit C

Review Appraisal Fee Schedule

LPA Project _____

Name of LPA _____

MAXIMUM ALLOWABLE COST

The Review Appraiser fees shall not exceed the "cost per parcel" rate established for this agreement identified below:

Function	Est. No. of Parcels	Cost per Parcel	Total Cost
<u>Original Appraisal Review Report</u>			
Unimproved	XXX	\$ _____	\$ _____
Improved	XXX	\$ _____	\$ _____
Complex	XXX	\$ _____	\$ _____
<u>Revised Appraisal Review Report</u>	XXX	\$ _____	\$ _____
<u>Appraisal Review Report for Court</u>	XXX	\$ _____	\$ _____

The following services shall be charged on an hourly basis, if requested

<u>Pre-Trial Preparation and Trial Testimony for Court (if requested)</u>	XXX	X	____ hrs. /parcel X \$ _____ hrs.	\$ _____
Total Direct Costs for Labor Hours*				\$ _____
TOTAL MAXIMUM ALLOWABLE COSTS				\$ _____

**NOTE: All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook. The Consultant shall attach the ESTIMATED DIRECT COSTS breakdown for this contract (Exhibit D)*

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$ _____ (Total Maximum Project Costs) without written approval of both parties.

The LPA may retain ____% of the CONSULTANT'S invoice amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

Exhibit D

ESTIMATED DIRECT COSTS

**LPA:
PROJECT NO.
TERMINI:
COUNTY:**

	Est. No. of Units	Cost per Unit	Total
Mileage			
Lodging			
Meals			
Total			

Exhibit E

Review Appraisal Weekly Status Report
For LPA Project _____

Date: _____

Review Appraiser: _____

Total Parcels	Total # of Appraisals	Total # Waiver Valuations	Total # Appraisals Submitted to Review	Total # Appraisals Returned to Appraiser	Total # Appraisals Recommended by Review	Total # of Appraisal Reviews and EJC sent to LPA

Comments:

Exhibit F

Waiver Valuation

Parcel No.: _____ Project No.: _____
County: _____ Address: _____
Owner(s): _____
Phone: _____

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . ”.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) 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 \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule . . .” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All Interests:				
<i>(All interests - Q interest, Easements, Warranty, Etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be 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, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature) _____ Date: _____
(Print name and title) _____

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: _____ Parcel: _____

Basis of Valuation

Date of Inspection:

Size and Description of Total Ownership BEFORE and AFTER

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

Sales Data Utilized for Valuation Process

Compensation Calculations (show all calculations)	
Land	\$
Minor Improvements	\$
Easements	\$
Cost-to-Cure Damages (W)	\$
Cost-to-Cure Damages (T)	\$
Total Compensation	\$

Project: _____

Page 2 of 2

Parcel: _____

Exhibit G

FAIR MARKET VALUE OFFER

LPA _____

Name:	Date:
Address:	Project:
	County:
	ROW Parcel(s):

It is necessary that the LPA _____ acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/waiver valuation in the amount of \$_____.

___ Appraisal. ___ Waiver Valuation. This Waiver Valuation was made based upon recent market date in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are:

The following real property and improvements are being acquired but not owned by you: _____

Separately held interest(s) in the real property are valued at \$_____. These interests are not included in the above fair market value offer.

Land Value:	\$
Improvements:	\$
Damages:	\$
TOTAL FAIR MARKET VALUE OFFER	\$

NOTE: All interests must be acquired by the LPA before any payment will be made.

Right of Way Acquisition Agent

(Consultant or LPA)

Exhibit H

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d).

“Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation.”

The property that is the subject of this offer of just compensation is as follows:

Owner:

Parcel #:

Project #:

County:

Under the authority conveyed to me by the (name of LPA) _____ and based on the ____ recommended appraisal or the ____ approved Waiver Valuation for the above-named property, which is inclusive of all compensable interests, I, (name) _____, (title) _____, do hereby establish the (name of LPA) _____ offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$ _____.

Signed: _____

Date: _____

NOTICE TO ACQUISITION AGENT(S)

The “just compensation” figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T’s, Q’s, E’s), please refer to the appraisal review report for allocation of this “just compensation” figure to the various interests that exist.

Exhibit I

RIGHT OF WAY AGENT'S CLOSING STATEMENT

LPA _____

DATE:	PROJECT:
COUNTY:	PARCEL(S):
OWNER:	ADDRESS:

1. All considerations agreed on by the above named Owner(s) and the Right of Way Agent signing this statement are embodied in the instrument of conveyance, there being no oral agreements or representations of any kind.

2. The considerations embodied in the instrument of conveyance on the abovementioned project and parcel number were reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name appears on this instrument.

3. The undersigned Right of Way Agent understands that the parcel(s) covered by the above mentioned project and parcel number(s) are being secured for use in connection with a Federally-Assisted Project.

4. The undersigned Right of Way Agent has no direct or indirect, present or contemplated future personal interest in the abovementioned parcel(s) nor will in any way benefit from the acquisition of such property.

Signature: _____

Right of Way Agent/Consultant

Exhibit J

ACQUISITION CONSULTANT CHECKLIST

DATE:	PROJECT:
AGENT:	PARCEL(S):
COUNTY:	LPA:
OWNER:	ACQUIRED: _____ CONDEMNATION: _____

Place a (/) check mark in the blank if the item checks out okay.

Place an (x) in the blank if there is question or problem, and identify it in the remarks area.

- _____ 1. Check the "payee" name and address on the deed against the invoice (use name not initials).
- _____ 2. Check the T.I.N. (tax id number) against tax form sheet and invoice(s).
- _____ 3. Check the FMVO against the deed, invoice, and appraisal. Be sure the invoice is delineated by Land, Improvements, and Damages.
- _____ 4. Deed acreage should agree with invoice, FMVO, and map.
- _____ 5. Look for any special clauses that have been added to the deed. Make a note of which page they are on and that they are initialed by the property owner(s) and Acquisition Agent.
- _____ 6. If any improvement is partially in the take and on the remainder, the ingress/egress clause must be inserted in deed and initialed by property owner(s) and Acquisition Agent.
- _____ 7. Check Notary – (dates, notary expiration date, spelling, see if blanks above signature are property executed. Notary acknowledgments should be checked for accuracy).
- _____ 8. All pages of deed must be initialed by property owner(s) and Acquisition Agent.
- _____ 9. Check the code numbers at the bottom of the Invoice – utilizing codes:
3120 – Land
3150 – Improvements
3180 – Damages
3160 – X-Deeds
- _____ 10. Check Hazardous Waste List.
- _____ 11. Are all mortgage(s), Lien(s), Judgment(s) listed on the invoice? Yes _____ No _____
- _____ 12. Attach appraisal cover sheet, contact record, abstract and closing statement, copy of map/appraisal sketch of property acquired.

Remarks: _____

Exhibit K

WEEKLY ACQUISITION STATUS REPORT

LPA _____

Date:	# Total Files:
Project #:	# Acquired (turned in for payment):
Termini:	# Recommended for Condemnation:
County:	# In Negotiations:
Acquisition Leader:	# Appraisals Needed:
LPA Project Director:	# Waiting for Revision:

<i>Agent</i>	<i>Parcel</i>	<i>Ownership</i>	<i>Date in Nego.</i>	<i>Date of FMVO</i>	<i>Date Deed Signed</i>	<i>Date of Pay Package</i>	<i>Date Recom. Condemn</i>	<i>Acres</i>	<i>Land</i>	<i>Improv</i>	<i>Damages</i>	<i>ADM Settle</i>	<i>Total</i>
									\$	\$	\$	\$	\$

Comments:

Exhibit L

WEEKLY RELOCATION ASSISTANCE STATUS REPORT

LPA _____

Date:	Project #:
Relocation Agent:	Termini:
LPA Project Director:	County:

TYPE DISPLACEMENT	NUMBER REMAINING	NUMBER MOVED THIS WEEK
MPP:		
RESIDENTIAL:		
BUSINESS:		
NOT FOR PROFIT:		
TOTAL:		

PARCEL	DISPLACEE	TYPE OF DISPMT RES BUS MPP NPO	DATE OF INITIAL CONTACT	DATE AOO RECVD	ACQ STATUS NO OFFER NEG, ACQ, COURT	DATE OF RELO OFFER	DATE OF 30- DAY NOTICE	EST DATE OF MOVE	COMMENTS

EMINENT DOMAIN SCOPE OF SERVICES

As Primary Consultant/Project Manager for Madison County, Mississippi, this letter is intended to provide Neel-Schaffer, Inc. with the terms and conditions under which Price & Zirulnik, PLLC (hereinafter individually and collectively referred to as "Attorney/Law Firm") shall, upon written request, be available on a will call or as needed basis to provide Madison County, Mississippi with general legal services for acquisition of needed right of way, including but not limited to, representing Madison County, Mississippi in transactional work, court matters and litigation, and meeting with officials, witnesses and representatives as necessary for negotiation, mediation, arbitration and/or litigation regarding any cases assigned to the Attorney/Law Firm.

As the attorney for Madison County, I will have primary responsibility for the representation in any eminent domain proceeding/lawsuit and I may, in my sole discretion, associate other legal counsel and legal assistants as I believe appropriate to the particular circumstances of the given case. The legal counsel I will provide to Madison County will be in accordance with this letter and in reliance upon information and guidance provided by Madison County and Neel-Schaffer, Inc. as its Primary Consultant/Project Manager. I will keep both the County and by extension through its contractual authority, Neel-Schaffer, Inc., reasonably informed of progress and developments in the legal proceedings/lawsuit, as well as respond to any inquiries.

Either at the commencement or during the course of my representation, I or another associated attorney may express opinions or beliefs concerning the proceedings/lawsuit or various courses of action and the results that "might" be anticipated. Any such statements are intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by either Madison County or Neel-Schaffer, Inc. as a promise or guarantee.

Client Responsibilities: To enable me to represent Madison County effectively, Madison County and, by extension, Neel-Schaffer, Inc. collectively agree to cooperate fully with me in all matters relating to the proceedings/lawsuit; further, you collectively agree to fully and accurately disclose to me all facts and documents that may be relevant to the proceedings/lawsuit. It will be necessary for you to make any representatives or agents of Madison County, to include employees of Neel-Schaffer, Inc., available to me to attend meetings, discovery proceedings, conferences, hearings, and other proceedings that may arise during this representation.

Madison County, Mississippi and by extension Neel-Schaffer, Inc. as its authorized agent, understand that all pleadings and discovery responses must be supported by facts, and responses to discovery matters must be provided within time frames established by law and rules of court and agree(s) to cooperate fully and in a timely manner to provide such discovery responses.

The Attorney/Law Firm agrees to follow the most recent version of the "Special Counsel Eminent Domain Checklist" as promulgated by the office of the Attorney General of the State of Mississippi, to include the taking of all necessary steps to exercise the right of immediate title and possession to the subject property, when available under Miss. Code Ann. Sections 11-27-81 to 91.

Period of Performance: The term of any forthcoming engagement for legal services shall commence on the date reflected in the minutes as approved by the Madison County Board of Supervisors to commence any condemnation proceedings, and shall continue until the conclusion of all work assignments unless terminated earlier, and at the will of the client. As permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable notice to you, I may withdraw from you representation in any proceeding /lawsuit, should Madison County or Neel-Schaffer, Inc., by extension as

its authorized agent in connection with its responsibilities as Primary Consultant/Project Manager, fail to meet your obligations under this agreement, or should a conflict of interest develop.

Coordinator of Services: It is the understanding of the Attorney/Law Firm that Madison County, Mississippi, and by extension Neel-Schaffer, Inc. as its authorized agent, shall be responsible for coordinating the completion of necessary plans, surveys, descriptions, appraisals, and fair market value offers constituting conditions precedent to initiating eminent domain proceedings. The Attorney/Law Firm will provide any requested assistance in preparation of Orders/Resolutions authorizing condemnation.

Relationship of Parties: The Attorney/Law Firm shall be an Independent Contractor and the legal services shall not be based on an employer-employee relationship.

SECTION 404 PERMITTING SCOPE OF WORK

The SOW herein is intended to provide the User(s) with information regarding the environmental permitting process for adverse impacts associated waters regulated by the U.S. Army Corps of Engineers, Vicksburg District (USACE).

From a permitting perspective, the USACE generally evaluates projects that have impacts to waters of the U.S. exceeding 0.5-acre wetlands and/or 300' of stream under the General Permit or Individual Permit process. Individual Permits are placed on a 21-day public notice period in which copies of the application are submitted by the USACE to other agencies such as Region IV EPA, the USFWS, MDEQ, MDAH, and MDWFP. The USACE also submits copies of the application to all adjoining landowners. The purpose and intent of the public review period is for interested parties to provide written comments to the USACE within the 21-day period. Any adverse comments must be addressed.

The normal time to obtain this permit is approximately 120-180 days (4-6 months).

Multiple approvals are needed before the USACE will issue an authorization to conduct work in waters of the U.S. Some of these are:

1. MDEQ Section 401 WQC requires post-construction storm water design supplied by the project engineer;
2. Cultural resources approval required by the USACE per Section 106 of the National Historic Preservation Act
3. USFWS Section 7 Informal Consultation per the Endangered Species Act
4. MDEQ General Construction NPDES Stormwater Permit

EXHIBIT D

PAYMENTS TO ENGINEER

1.1 **Payments to Engineer**

Owner will pay **ENGINEER** for Services rendered under Section 1, as supplemented by Exhibit B, “Scope of Design Phase Services”, the following amounts:

1.1.1 For Maps and Deeds (Additional 5 parcels) a fee of:

- Review of Abstracts: \$400 per parcel
- Initial Field Research and Verification: \$1,160 per parcel
- Initial Drafting and submittal of plat: \$900 per parcel
- Setting corner/Right of Way: \$1,160 per parcel

1.1.2 For Title and Closings (Additional 21 parcels) a fee of:

- Examination of Public Records: \$400 per parcel
- Preparation of Certificate of Title: \$750 per parcel
- Updating Certificates of Title: \$175 per parcel
- Closings and Recordings (Additional 5): \$425 per parcel

1.1.3 For Appraisals (Additional 5 parcels) a fee of:

- Improved Appraisals: \$3,500 per parcel

1.1.4 For Review Appraisals (Additional 5 parcels) a fee of:

- Improved Appraisals: \$850 per parcel

1.1.5 For Acquisition/Relocation Assistance (Additional 5 parcels) a fee of:

- Acquisition: \$3,500 per parcel

1.1.6 For Additional Services. ***OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER’s Direct Labor Costs times a factor of 2.61 plus a fee equal to 12% of the total labor amount and Reimbursable Expenses. Payments to ENGINEER for Additional Services shall be made in accordance with paragraph 5.2 of this Agreement.***

1.1.7 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER’s** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

- 1.1.8 Eminent Domain Service Fees will be based on the amount of time spent on behalf of Madison County, Mississippi in the specific assigned case. Hourly billing rate is \$150.00 per hour and legal counsel that I believe appropriate to associate in the particular circumstances of the given case will be billed at an hourly billing rate of \$135.00 per hour. Billing will be in increments of six (6) minutes. The rates are based generally on experience and special knowledge. The rate multiplied by the time expended on behalf of Madison County will be the initial basis for determining the fee.

Typical costs you might incur in connection with legal representation include, but are not limited to, items such as special postage, delivery charges, photocopy, travel expenses, computerized legal research, service of process fees and newspaper charges associated with service by publication as may be required, witness fees, filing fees, court reporter's fees for the taking of any deposition, deposition transcript fees and fees charged by expert witnesses necessary to represent the interests of Madison County in assigned matters. Typically the client or its designated representative will separately contract with the expert witness regarding his/her fees and expenses. If expert witnesses are to be retained by Price & Zirulnik, PLLC, these third party charges will be discussed with you in detail beforehand and a separate written agreement for a given expert's charges shall be agreed upon in advance and paid within forty-five (45) days of receipt of the expert's invoice. I do not normally charge for secretarial work unless there is a situation that requires overtime staff work.

- 1.1.9 For Section 404 Permitting a Lump Sum fee of \$15,500.00