

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

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MEMORANDUM

March 14, 2024

To: Casey Brannon, 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: Supplemental Agreement #1
Bozeman Road, Phase 2 Project

The Engineering Department is recommending the approval of Supplemental Agreement #1 for Neel Schaffer, Inc.'s additional services "for scope of work and fee" for the Bozeman Road, Phase 2 project.

**SUPPLEMENTAL AGREEMENT NUMBER 1 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 21, 2021 for “general scope of work and location” for the improvements of **Bozeman Road Phase 2** 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

BY: _____

TITLE: _____

DATE: _____

ENGINEER:

NEEL-SCHAFFER, INC.

BY:  _____

TITLE: Vice President

DATE: 3-13-2024

EXHIBIT B

**SCOPE OF DESIGN PHASE SERVICES
SUPPLEMENTAL AGREEMENT 1**

**Bozeman Road Phase 2
Madison County**

The following engineering services shall be performed by the CONSULTANT on behalf of the County in accordance with this CONTRACT at the direction of the County Consultant or his designee:

1 MAPS AND DEEDS (APPROXIMATELY 16 PARCELS)

1.13 The CONSULTANT shall prepare right-of-way acquisition maps and deeds for approximately 16 parcels. The submittals shall closely follow the Standard Operating Procedures for the preparation of right-of-way acquisition maps and deeds as set forth in the 2008 MDOT Survey Manual, Section 6.4 and 6.4.1.

2 PROJECT MANAGEMENT SCOPE OF WORK

The CONSULTANT will be responsible for managing the subconsultants, communication with the LPA and MDOT, and insuring the scope of work, schedule and terms of the CONTRACT are being fulfilled in accordance with the direction from the LPA. Specifically, the CONSULTANT will provide the following:

- Administrative support (to include filing, monthly reimbursement payments, invoicing, monthly status reports, and preparation/distribution of notification letters);
- Management of the subconsultants (to include educating appraisers on the project design; answering access/design questions during the appraisal work; participation in the property owner meetings; interfacing between appraiser and review appraiser; and quality control);
- Preparation/update of overall right-of-way acquisition exhibit;
- Preparation of subcontracts for the subconsultants;
- Meeting with the County and MDOT if required

3 RIGHT OF WAY SERVICES (APPROXIMATELY 16 PARCELS)

3.1 Title Investigating Services

A completed Title Investigation shall be performed and a Title Report for each parcel ownership (9 total) shall be prepared in compliance with applicable State and Federal Laws and Regulations. The title report shall include all pertinent information normally included in a title report, and shall include all liens and encumbrances against the property and any title defect

3.2 Appraisal Services

An appraisal report for each parcel (16 Total) of property to be acquired for the project shall be completed by an independent appraiser who is both qualified and experienced. Mississippi Department of Transportation appraisal procedures shall be followed and the appraisal report shall conform with all applicable federal and state laws and regulations. The appraisal reports shall contain a "before and after"

appraisal where applicable, and state the highest and best use of the property. The appraisal value of the property to be acquired will separately state the value allocated to the land, improvements and damages to the remainder, if any. Uneconomic remainders, if any, shall be identified, and the value separately stated. The appraiser shall contact each property owner or his authorized representative, and invite same to accompany him as he inspects the property and be given an MDOT Acquisition Guide, which explains the Appraisal Process and document such contact in the appraisal report.

3.3 Appraisal Review Services

An appraisal is to be reviewed by independent appraiser who is both qualified, and experienced as a Review Appraiser. The appraiser will make a physical review of each parcel (16 Total) to be acquired and of each comparable sale prior to completing the review.

The Review Appraiser as a minimum shall examine each appraisal report for the following:

1. Calculations are mathematically correct
2. Reasoning is clear and documentation is complete
3. Logical consistency in evaluation is maintained throughout the project
4. Value conclusions are fully supported and based on accepted appraisal procedures
5. The property owner contact has been made
6. Uneconomic remainders are properly identified, if any.

The Review Appraiser may approve the value estimated by the appraiser or make an independent estimate of value which will be the basis of the Fair Market Value Offer.

3.4 Acquisition Services

Right of Way Acquisition Services will be provided in accordance with MDOT Acquisition Regulations and Title 49 Code of "Uniform Act" Federal Regulations, Part 24, and any revisions thereto in effect at the time acquisition services are performed under this Agreement. After this Agreement has been accepted and executed, a Notice to Proceed is received, and the approved right of way plans and property plats with legal descriptions have been received, right of way services will commence. Upon receipt of an appraisal and review appraisal for a parcel (16 Total), a Fair Market Value Offer will be made promptly to the property owners. Acquisition services will include, but are not limited to the following:

1. Preparation of acquisition instruments
2. Fair Market Value Offers prepared
3. Fair Market Value Offers made expeditiously in person to local property owners and for owners more than 50 miles from Clinton, Fair Market Value Offers shall be made by Certified Mail.
4. Each property owner will be provided a MDOT Acquisition Guide and the Fair Market Value Offer will be explained in detail as to how the FMVO was determined.
5. Every reasonable effort will be made to acquire the parcel amicably, and at the Fair Market Value Offer amount.
6. If the property owner rejects the Fair Market Value Offer, and an Administrative Settlement is justifiable to prevent an eminent domain case, such Administrative Settlement will be recommended. If the administrative settlement is approved, a revised Fair Market Value Offer will be prepared, and provided to the property owner.
7. For amicably acquired parcels, a request for payment with the necessary documentation will be submitted.
8. Closing procedures will commence for parcels acquired amicably as follows:
 - a. If there is a mortgage or lien of any kind against the property, a Payoff Statement for each will be obtained and Release of Mortgages or partial Release of

Mortgages will be obtained.

b. When all liens and encumbrances such as title defects have been cleared, the property owner may receive the balance of the Fair Market Value Offer.

9. After final payment has been made for a parcel, the executed Acquisition Instrument along with all Releases of Mortgages and Partial Releases of Mortgages will be recorded in the Madison County Chancery Clerk's Office.

10. When all acquisition services have been completed for a parcel, the original file including all required and necessary documentation will be submitted to Neel-Schaffer, Inc. for the permanent records of the Madison County.

11. In the case where a parcel cannot be acquired amicably and is recommended that the parcel be acquired through eminent domain procedures, the original file along with pertinent and required documentation will be submitted for use in the eminent domain case, and for the permanent records of the Madison County.

3.5 Payment and Closings

Before requiring the owner to surrender possession of the real property, the **OWNER** 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 **OWNER'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 **OWNER** for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the **OWNER** for their files. The **CONSULTANT** may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document.

EXHIBIT C

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 Services", the following amounts:

1.1.1 For Basic Services a *Lump Sum fee of \$345,435 (16 parcels)*

1.1.2 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 2.69 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.*

1.1.3 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**.