

**REAL ESTATE SERVICE CONTRACT**  
**FOR LPA PROJECTS**

***Laurel RAISE Grant, Completing Downtown Laurel, Contract I***  
RAI-9399-00(004)LPA/109508-721000  
Jones County

This CONTRACT, is made and entered into by and between the ***City of Laurel***, a body Politic of the State of Mississippi (the "LPA"), and ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Corporation*** duly registered to do business in the State of Mississippi, whose address for mailing is ***328 North Magnolia Street, Laurel, MS 39440***, effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform ***appraisal, appraisal review, acquisition and project management*** for the ***2023 RAISE Grant Project, Completing Downtown Laurel, Contract I***, along 5th Street from 9<sup>th</sup> Avenue to Magnolia Street, along Magnolia Street from 5th Street to Teresa Street, and along Teresa Street from Magnolia Street to Cross Street as provided for in Project No. ***RAI-9399-00(004)LPA/109508-721000***, hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

**ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all Right of Way (ROW) services and materials required to perform the tasks described in the Scope of Work for the proposed project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in

this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

## **ARTICLE II. SCOPE AND PROCEDURE**

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase under this CONTRACT at any time.

## **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written Letter of Acceptance (LOA) at which time this CONTRACT shall absolutely and finally terminate. However, the CONSULTANT may not begin work **prior to receiving a written Notice to Proceed.**

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

## **ARTICLE IV. TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to

workers compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

## **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

### **A. Cost and Fees**

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost basis and/or a lump sum/firm fixed price basis per parcel as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition, relocation assistance, and property management, shall become eligible for payment following the appropriate determination by the LPA of the following:

#### **1. For Appraisal fees:**

An appraisal fee is due upon completion of the appraisal review of the appraisal report by the review appraiser that results in the appraisal being identified as either, accepted (meets all requirements but is not selected as recommended), or recommended (as the basis for the establishment of the amount believed to be just compensation).. "Appraisal Revisions" shall be completed at a fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee.

#### **2. For Review Appraisal fees:**

An appraisal review fee is due upon completion of the appraisal review of the appraisal report by the review appraiser that results in (a) the appraisal being identified as recommended as the basis for the establishment of the amount believed to be just compensation or (b) the review appraiser, as part of the review, present and analyze market information to support a determination of the recommended value, and (c) the Establishment of the Amount Believed to be Just Compensation (EJC) for the real property by the LPA. "**Review Appraisal Revisions**" shall be completed at a

fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee.

3. For Acquisition fees:

For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" and all other instruments necessary to convey the title shall be completed at a fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

A Waiver Valuation fee is due upon the acceptance of the Waiver Valuation report and the Establishment of the Amount Believed to be Just Compensation. "Waiver Valuation Revisions" shall be completed at a fee determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Waiver Valuation fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings. Acquisition fee will be invoiced upon receipt of Right of Entry and notification from LPA. Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s). Parcels recommended for condemnation invoice on Right of Entry being granted.

B. Billing (Labor Hour/Unit Cost Price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANTS time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that MDOT and/or FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPAs expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

#### D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the 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.

### **ARTICLE VII. FINAL PAYMENT**

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, designs, studies, maps and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANTS obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPAs option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPAs notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

## ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than one million dollars (\$1,000,000.00) for each occurrence.
- C. Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANTs coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPAs PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLE XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT MAY NOT begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. The LPA acknowledges that due to the specialized tasks involving right-of-way acquisition services, the CONSULTANT will be utilizing subconsultants to perform a majority of the work under this contract. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. The CONSULTANT shall pay any retainage owed to the subconsultant for the satisfactory completion of the work within 15 days after CONSULTANT has received payment for this work. If the CONSULTANT fails to comply with these requirements, the CONSULTANT may be subject to those sanctions listed in Exhibit 10.

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the

following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPAs rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written

approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in {insert County name here} County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in {insert County name here} County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and

Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting here from.

- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **ARTICLE XXIV. STOP WORK ORDER**

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
1. cancel the stop work order; or
  2. terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the LPA may notify the CONSULTANT, in writing, of the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

#### **ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:

**Johnny Magee**

**Mayor**

**401 North 5<sup>th</sup> Avenue**

**Laurel, MS 39440**

Telephone: **601-428-6401**

Facsimile: **601-428-6403**

E Mail: **mayor@laurelms.com**

For Technical Matters:

**Johnny Magee**

**Mayor**

**401 North 5<sup>th</sup> Avenue**

**Laurel, MS 39440**

Telephone: **601-428-6401**

Facsimile: **601-428-6403**

E Mail: **mayor@laurelms.com**

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature is execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***City of Laurel***

\_\_\_\_\_  
***Johnny Magee, Mayor***

Witness this my signature is execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***Neel-Schaffer, Inc.***

BY: \_\_\_\_\_

**Mandolyn Hegwood, P.E.**

ATTEST: \_\_\_\_\_

**Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".**

## **LIST OF EXHIBITS**

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant / Contractor EEV Certification and Agreement

## **EXHIBIT 1**

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

## EXHIBIT 2

### Right of Way Real Estate Services for LPA Project

#### 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. Appraisal
2. Appraisal Review (this service must not be provided by the same provider of Appraisal services)
3. Acquisition

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 City of Laurel, "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.

## **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. Derailment 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.

## **EXHIBIT 3**

### **FEES AND EXPENSES**

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost Basis and/or Lump Sum/Firm Fixed Price Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANTs fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated unless specifically stated otherwise in the Contract. Accordingly, direct salaries chargeable to the Contract shall not include any overtime premiums. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and). Unit costs, as the term is used herein shall include all direct costs and profit, and any other associated costs Labor-Hour rates/Unit Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates/Unit costs shall not exceed those rates established in the Rate Table of Exhibit 3.

Lump sum/Firm-fixed price, as the term is used herein, shall include a firm price for a defined deliverable. The price will not be subject to adjustment based on the consultant's cost of performing the Scope of Work in the Contract. Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

If requested by the LPA, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

#### **Direct Costs:**

The LPA will reimburse the CONSULTANTs actual documented expenses; or the amount allowable under the current edition of the State Travel Handbook (i.e. State Travel Policy Rules & Regulations published by the Mississippi Department of Finance and Administration), whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the State Travel Handbook shall govern the allowability of any expense reimbursement. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2). In addition, no meal reimbursement will be allowed

when there is no overnight stay. All Direct costs must be substantiated by supporting data in accordance with the State Travel Handbook, i.e., mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Direct Salaries:**

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under “Exhibit 2” to this CONTRACT.

**CONSULTANT’S KEY PERSONNEL AND PROJECT STAFF & RESPONSIBILITIES & SUBCONSULTANTS**

<b>Company Name</b>	<b>Name of Staff</b>	<b>Job Responsibility/ Role</b>
Neel-Schaffer, Inc	Mandy Hegwood	Prime Consultant / Project Manager
Right of Way Technology	Mark Dye	Sub-Consultant / Appraisal
Right of Way Technology	Mark Dye	Sub-Consultant / Review Appraiser
Right of Way Technology	Mark Dye	Sub-Consultant / Title Updates & Closings

<b>Prime Consultant Name</b>	<b>Mailing Address</b>	<b>Phone</b>	<b>Fax</b>	<b>Email Address</b>
Mandy Hegwood	328 N. Magnolia St. Laurel, MS 39530	601-649-1840	NA	<a href="mailto:mandolyn.hegwood@neel-schaffer.com">mandolyn.hegwood@neel-schaffer.com</a>
Mark Dye	593 Risher Road Carthage, MS 39051	228-229-7477	NA	<a href="mailto:mark@row-tech.us">mark@row-tech.us</a>

**REAL ESTATE SERVICE FEE SCHEDULE**

**MAXIMUM ALLOWABLE COST**

The CONSULTANT shall not exceed the “Cost per Parcel/Unit” Rate established for this Work Assignment identified below. The “Est. No. of Parcels/Units” are estimates only and may be modified upon MDOT’s approval; however, the Maximum Not to Exceed Amount shall not be exceeded.

<b>Function or Task</b>	<b>Est. No. of Parcels/Units</b>	<b>Cost Per Parcel/Unit</b>	<b>Total Costs</b>
<b><u>PROJECT MANAGEMENT PHASE (Prime)</u></b>	<b>22</b>	<b>\$ 2,500</b>	<b>\$ 55,000</b>
<b><u>APPRAISAL PHASE</u></b>			
Waiver Valuation	12	\$ 1,100	\$ 13,200
Land Only Appraisal	2	\$ 3,300	\$ 6,600
Improved Land Only Appraisal	7	\$ 3,575	\$ 25,025
Improved Appraisal	1	\$ 4,400	\$ 4,400
Revision of Appraisal	5	\$ 1,500	\$ 7,500
Court Update of Appraisal	5	\$ 1,500	\$ 7,500
Preparation and Testimony (Hours)	100	\$ 125	\$ 12,500
<b><u>Review Appraisal</u></b>			
Review of Original Appraisal	10	\$ 1,750	\$ 17,500
Review of Revised Appraisal	5	\$ 1,000	\$ 5,000
Review of Court Update or Improved Appraisal	5	\$ 1,250	\$ 6,250
<b><u>ACQUISITION PHASE</u></b>			
Acquisition	22	\$ 4,000	\$ 88,000
Revision after Initial Offer	5	\$ 500	\$ 2,500
Project Management	22	\$ 800	\$ 17,600
Closing	22	\$ 500	\$ 11,000
Title Update	22	\$ 500	\$ 11,000
<b>TOTAL FEE (Maximum Project Cost)</b>			<b>\$ 290,575</b>

Under no circumstances shall the amount payable by the LPA for this assignment exceed the Total Maximum Allowable Costs of \$290,575 (Total of all Charges) without the prior written consent of both parties.

EXHIBIT 4

SAMPLE COVER SHEET FOR CONSULTANT INVOICE (Summary)

[Labor-Hour/Unit Cost]

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here}

DATE:

ATTENTION:

INVOICE NO. 0000\*
PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO
PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY. HIGHWAY \_\_\_\_\_.

CONSULTANT: \_\_\_\_\_
CUSTOMER NUMBER 00000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

Summary of Billings

Table with 4 columns: UNIT COSTS, CURRENT Invoice, PREVIOUS Invoice, TOTAL ALLOWED TO DATE. Rows include Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, Eminent Domain Services, Appraisals For Court, LABOR HOUR, Eminent Domain Services, Pre-Trial Preparation, Trial Testimony.

DIRECT EXPENSES

Eminent Domain Services	\$	\$	\$
Title Services	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

NOTE:

1. Attach supporting documentation
2. \* Invoice numbers should be no more than 12 characters in length.
3. The consultant may use its own invoice form if approved.

**Sample Invoice by Parcel Unit Cost/Hourly Rate**

{LPA Name Here}  
 {Physical Address Here}  
 {City, State Zip Code Here}

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000\*  
 PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
 PROFESSIONAL SERVICES IN ACCORDANCE WITH  
 CONTRACT DATED \_\_\_\_\_, 20\_\_  
 PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY. HIGHWAY \_\_\_\_\_.  
 CONSULTANT: \_\_\_\_\_

Services Rendered under this Invoice: {Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, or Eminent Domain}				
Parcel No.	No. of Units	Unit Fee	Type of Work **	Total
		\$		\$
		\$		\$
		\$		\$

AMOUNT DUE THIS INVOICE: \$ \_\_\_\_\_

Note:

1. Attach supporting documentation.
2. \* Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.
4. \*\* Specify "Type of Work" as denoted in Function list of Rate Schedule in Exhibit 3.

**Sample Invoice by Lump Sum**

{LPA Name Here}  
 {Physical Address Here}  
 {City, State Zip Code Here}

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000\*  
 PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
 PROFESSIONAL SERVICES IN ACCORDANCE WITH  
 CONTRACT DATED \_\_\_\_\_, 20\_\_  
 PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY. HIGHWAY \_\_\_\_\_.  
 CONSULTANT: \_\_\_\_\_

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
Contract Mas \$ _____			
Percentage complete to date _____ %	\$	\$	\$

## EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT  
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21), which are incorporated by reference and made part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT will not discriminate based on race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants, procurement of materials, or leases of equipment. This includes compliance with Section 21.5 and 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts, Including Procurement: All solicitations must notify potential subconsultants/suppliers of the CONSULTANT's nondiscrimination obligations.
4. Anti-kickback provisions: All contracts must comply with the Copeland Act (18 U.S.C. 874) and DOL regulations (29 CFR Part 3). The CONSULTANT must report violations to the LPA.
5. Davis Bacon Act: Applicable to construction contracts exceeding \$2,000. Wages must meet or exceed DOL wage determinations. Contractors must pay at least weekly.
6. Contract Work Hours and Safety Standards Act: Applies to construction contracts > \$2,000 and other labor contracts > \$2,500. Overtime and safety conditions must comply with sections 103 and 107.
7. Clean Air Act: Compliance with Section 306 (Clean Air Act), Section 508 (Clean Water Act), Executive Order 11738, and EPA regulations (40 CFR Part 15) for contracts exceeding \$100,000.
8. Energy Policy and Conservation Act: Compliance with mandatory energy-efficiency standards.
9. Disadvantaged Business Enterprises (DBE): The LPA and CONSULTANT must comply with 49 C.F.R. 26 and MDOT's DBE program requirements.

Neither the CONSULTANT nor subconsultants may discriminate based on race, color, national origin, or sex. Failure to comply is a material breach of this CONTRACT.

10. Worker Visibility: All workers on Federal-aid highways must wear high-visibility safety apparel meeting ANSI/ISEA 107-2004 Class 2 or 3.

**EXHIBIT 6**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A,  
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

1. The CONSULTANT certifies that it and its principals:
  - a. are not debarred, suspended, or excluded from covered federal transactions;
  - b. have not been convicted or had civil judgment entered for fraud, antitrust violations, embezzlement, theft, bribery, falsification, making false statements, or receiving stolen property within the past 3 years;
  - c. are not currently indicted or charged with such offenses;
  - d. have not had public transactions terminated for cause within 3 years;
  - e. have not engaged in collusion or restraint of free competitive negotiation.
2. The CONSULTANT further certifies:
  - a. No federal funds were used to influence Federal employees in contract awards or modifications;
  - b. If non-federal funds were used for such purposes, Standard Form-LLL will be completed and submitted.

**The certification above is a material representation of fact required by 31 U.S.C. 1352. Penalties range from \$10,000–\$100,000. Subcontracts exceeding \$25,000 must include this language.**

I hereby certify that I am the duly authorized representative of the CONSULTANT and that no improper fees, agreements, or inducements have been made in connection with obtaining this CONTRACT.

- a. no improper employment, brokerage, contingent fee, or inducement agreements exist;
- b. no employment conditions were required to obtain this CONTRACT;
- c. no payment or donation was made to procure this CONTRACT.

I acknowledge this Agreement may be furnished to FHWA and is subject to federal and state laws.

SO CERTIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Neel-Schaffer, Inc.**

BY:

\_\_\_\_\_

Mandolyn Hegwood, P.E.

ATTEST: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Notary

CERTIFICATION OF THE LPA

I certify that I am the Chief Administrative Official and that the CONSULTANT has not been required to engage in any improper employment or payment agreements as a condition of this CONTRACT.

- a. employ or retain any firm or person, or
- b. pay any fee or consideration except as expressly stated.

SO CERTIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*LPA* \_\_\_\_\_  
City of Laurel

\_\_\_\_\_  
*Johnny Magee, Mayor*

**EXHIBIT 8**

**{Intentionally Left Blank}**

**EXHIBIT 9**

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

By executing this agreement, the undersigned verifies compliance with the Mississippi Employment Protection Act and confirms participation in a federal work authorization program (E-Verify™).

The CONSULTANT agrees to obtain compliance verification from all subconsultants/subcontractors and maintain records for MTC review. 128686

\_\_\_\_\_  
EEV\* Company Identification Number  
[Required]

**The undersigned certifies all information is true and acknowledges penalties for violations, including contract cancellation, loss of licensure, and possible felony prosecution.**

BY:

_____	_____
Authorized Officer or Agent	Date
_____	
Printed Name of Authorized Officer or Agent	Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™.

## **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
- M. Rodent Report
- N. Salvage Appraisal Form
- O. Property Owner MDEQ Form Notification
- P. Mississippi Demolition/Renovation Notification Form
- Q. Sales Contract

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
<b><u>APPRAISAL PHASE</u></b>			
<b>Original Appraisal Reports</b>			
Unimproved	XX	\$	\$
Improved	XX	\$	\$
Complex	XX	\$	\$
<b>Revised Appraisal Reports (if requested)</b>	XX	\$	\$
<b>Appraisal Reports for Court (if requested)</b>	XX	\$	\$
Unimproved	XX	\$	\$
Improved	XX	\$	\$
<b>Pretrial Preparation and Trial Testimony for Court (if requested)</b>	XX	XX hours @ \$ per hour	\$
<b><u>ACQUISITION PHASE</u></b>			
<b>Original Acquisition of Parcels</b>			
Waiver Valuation Report	XX	\$	\$
Acquisition of Unimproved Parcel	XX	\$	\$
Acquisition of Improved Parcel	XX	\$	\$
<b>Acquisition of Revised Parcel</b>	XX	\$	\$
<b><u>RELOCATION PHASE</u></b>			
<b>Relocation Assistance</b>			
Residential	XX	\$	\$
Business	XX	\$	\$
Farm	XX	\$	\$
Non-Profit	XX	\$	\$
Miscellaneous Personal Property	XX	\$	\$

Function	Est. No. of Parcels	Cost per Parcel	Total Cost
<b>PROPERTY MANAGEMENT PHASE</b>			
<b>Property Management Inventory</b>			
Rodent Inspection and Report	XX	\$	\$
Inventory Report	XX	\$	\$
Salvage Value Appraisal(s)	XX	\$	\$
Asbestos Inspections	XX	\$	\$
Asbestos Abatement Plans/Specifications	XX	\$	\$
<b>Asbestos Abatement and Demolition</b>			
Asbestos Abatement	XX	\$	\$
Air Monitoring Services	XX	\$	\$
Demolition of Improvements	XX	\$	\$
<b>Environmental</b>			
Environmental Site Assessments	XX	\$	\$
Underground Storage Tank Removal	XX	\$	\$
<b>Water Wells</b>			
Decommission of Water Wells	XX	\$	\$
<b>TOTAL DIRECT COSTS (for Labor Hours)*</b>			\$
<b>TOTAL MAXIMUM ALLOWABLE COSTS</b>			\$

*\*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
<b><u>Original Appraisal Review Report</u></b>			
Unimproved	XXX	\$ _____	\$ _____
Improved	XXX	\$ _____	\$ _____
Complex	XXX	\$ _____	\$ _____
<b><u>Revised Appraisal Review Report</u></b>	XXX	\$ _____	\$ _____
<b><u>Appraisal Review Report for Court</u></b>	XXX	\$ _____	\$ _____

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

<b><u>Pre-Trial Preparation and Trial Testimony for Court (if requested)</u></b>	XXX	__ hrs. / parcel X \$__ hrs	\$ _____
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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 \$ \_\_\_\_\_ (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:**

	<b>Est. No. of Units</b>	<b>Cost per Unit</b>	<b>Total</b>
Mileage			
Lodging			
Meals			
<b>Total</b>			

**Exhibit E**  
**Review Appraisal Weekly Status Report**  
**For LPA Project \_\_\_\_\_**

Date: \_\_\_\_\_

Review Appraiser: \_\_\_\_\_

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

Comments:

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**Exhibit F**

**Waiver Valuation**

Parcel No.: \_\_\_\_\_ Project No.: \_\_\_\_\_  
County: \_\_\_\_\_  
Owner(s): \_\_\_\_\_ Address: \_\_\_\_\_  
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.

<b>Summary and Allocation of Compensation for All Interests:</b>				
<b>(All interests - Q interest, Easements, Warranty, etc.)</b>				
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

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

Project: \_\_\_\_\_ 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:	\$
<b>TOTAL FAIR MARKET VALUE OFFER</b>	<b>\$</b>

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

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Right of Way Acquisition Agent

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(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 AGENTS 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 COST**

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:
  - o 3120 - Land
  - o 3150 - Improvements
  - o 3180 - Damages
  - o 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:

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**Exhibit K**

**WEEKLY ACQUISITION STATUS REPORT**

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

			Date In	Date Of	Date Deed	Date of Pay	Date Recom					ADM	
Agent	Parcel	Ownership	Nego.	FMVO	Signed	Package	Condemn	Acres	Land	Improv	Damages	Settle	Total
									\$	\$	\$	\$	\$

**Comments:**



Exhibit O

**SALES CONTRACT**

DATE

NAME

ADDRESS

CITY, STATE ZIP CODE

Re: FED Project No.: \_\_\_\_\_

FMS Project No.: \_\_\_\_\_

Parcel No.: \_\_\_\_\_

County: \_\_\_\_\_

Previous Owner: \_\_\_\_\_

Dear \_\_\_\_\_:

The (LPA) has accepted your bid in the amount of \$ \_\_\_\_\_ for the \_\_\_\_\_ located in on the above property, contingent upon receipt of your bank check, certified check or money order in the amount of \$ \_\_\_\_\_.

Enclosed, please find three forms: a sales agreement, lead-based paint disclosure and asbestos disclosure.

Please sign and date each form where indicated, and return to me along with a bank check, certified check, or money order in the amount of \$ \_\_\_\_\_ for the purchase of the improvements. This check is to be received by \_\_\_\_\_. When received a bill of sale/LPA authorization and asbestos notification will be forwarded to you. All bank checks, certified checks or money orders shall be payable to the LPA.

The performance bond of \$ \_\_\_\_\_ will be returned to you if removed by (date) \_\_\_\_\_. Thank you for your cooperation. Please remit the aforementioned documents to the following address:

LPA  
PROJECT DIRECTOR  
LPA ADDRESS

Sincerely,

PROJECT DIRECTOR SIGNATURE

XX/xx

Enclosures

## **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.)**

