

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** October 14, 2014  
**Subject:** Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project:  
STP-9194-00(001)LPA/105069-801000

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**REQUEST:**

The Economic Development & Planning Department requests authorization to enter into a Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional services for right-of-way acquisition for the Martin Bluff Road Widening Project.

**BACKGROUND:**

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The City advertised in November 2013 for professional services for Right of Way Appraisal and Review Appraisal Services, Legal Services, and Acquisition Agent Services. City Council selected ROW Technology, Inc. to provide these services at the March 18, 2014 City Council meeting according to MDOT and FHWA Consultant Selection Process requirements.

**DISCUSSION:**

The attached contract includes a scope of work and fees for each of the following services: appraisals, appraisal review, acquisition, relocation assistance, property management and/or title services.

**RECOMMENDATION:**

The Economic Development & Planning Department recommends that City Council authorize entering into the Real Estate Service Contract with ROW Technology, Inc. for services outlined above, contingent on MDOT approval.

The City Council may:

- 1) Approve the Real Estate Services Contract with Right of Way Technology, Inc. as presented,
- 2) Approve the Real Estate Services Contract with Right of Way Technology, Inc. with changes,  
or
- 3) Disapprove the Real Estate Services Contract with Right of Way Technology, Inc. for the services listed above.

**ATTACHMENT(S):**

Right of Way Technology, Inc. Real Estate Services Contract-2014

REAL ESTATE SERVICE CONTRACT - 2014

This CONTRACT, is made and entered into by and between the *City of Gautier, Mississippi*, a body Corporate of the State of Mississippi (the "LPA"), and *Right of Way Technology, Inc.* (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *593 Risber Road / Carthage, MS 39051*, 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, relocation, property management, and/or title services for Right-of-Way ("ROW") projects, as provided for in Project No. *STP-9194-00(001)LPA/105069-801000, Martin Bluff Road Widening Project*, 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 through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000 (March 1, 2001, as revised) and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory both by the LPA and by the MDOT and FHWA to the end that both parties are now desirous of entering into a CONTRACT;

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 engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation 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 of any work assignment begun under this CONTRACT at any time.

## **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *August 31, 2016*, CDT, at which time this CONTRACT shall absolutely and finally terminate.

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 per parcel basis 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:  
Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.
- (2) For Review Appraisal fees:  
Completion of the Review Appraisal and acceptance of said appraisal by the LPA. "Review Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee. Establishment of the amount believed to be just compensation by the LPA constitutes acceptance of the Review Appraisal.
- (3) For Acquisition fees:  
For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.  
  
For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings: 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).
- (4) For Relocation Assistance fees:  
Documentation that the displaced individual(s) has/have vacated the displacement site and the Relocation Assistance file has been accepted as closed by the LPA. The LPA may choose to pay the CONSULTANT up to 50% of the stated price for that parcel once the Relocation offer has been made. The LPA may then pay the CONSULTANT the final 50% of the stated price for that parcel once the

CONSULTANT completes all additional relocation and relocation assistance as deemed appropriate by the LPA.

- (5) For Property Management fees:  
Property Management fees shall be paid on a per parcel basis for the satisfactory completion of the tasks outlined in the Property Management Inventory and Asbestos Abatement and Demolition sections of Exhibit 2.

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit one (1) final billing to the LPA at the conclusion of the CONTRACT or 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 CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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 LPA's 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 25% 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 of the PROJECT. The LPA reserves the right to refuse to make payment on any invoices submitted later than 45 days after the termination date 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, studies 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 CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S 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 LPA'S 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 certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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 all of the above coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S 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. Should CONSULTANT cease to carry the errors

and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended 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."

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

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 LPA'S 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 compensation, 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. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. 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.

#### **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 LPA'S 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 **Jackson** 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 **Jackson** 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 herefrom.
- 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 Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, 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 MDOT or, if prior approval is impossible, and then notice to the MDOT and subsequent review by the MDOT 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:

**Samantha D. Abell**  
City Manager  
3330 Highway 90  
Gautier, MS 39553  
Telephone: (228) 497-8000  
Facsimile:  
Email: [sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov)

For Technical Matters:

**Chandra Nicholson**  
Director of Economic Dev. & Planning  
3330 Highway 90  
Gautier, MS 39553  
Telephone: (228) 806-1285  
Facsimile:  
Email: [cnicholson@gautier-ms.gov](mailto:cnicholson@gautier-ms.gov)

**CONSULTANT:**

For Contractual Matters:

**Mark Dye**  
President  
593 Risher Road  
Carthage, MS 39051  
Telephone: (601) 650-0800  
Facsimile:  
E Mail: [mr dye@me.com](mailto:mr dye@me.com)

For Technical Matters:

**Mark Dye**  
President  
593 Risher Road  
Carthage, MS 39051  
Telephone: (601) 650-0800  
Facsimile:  
E Mail: [mr dye@me.com](mailto:mr dye@me.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 in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GAUTIER, MISSISSIPPI**

\_\_\_\_\_  
*Samantha D. Abell, City Manager*

WITNESS this my signature in execution hereof, this the 15<sup>th</sup> day of, April, 2014.

**RIGHT OF WAY TECHNOLOGY, INC.**

BY: \_\_\_\_\_  
*Mark Dye*

ATTEST *Patsy Ballenger*

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}}}}

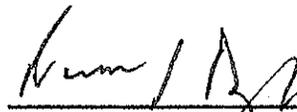
{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

## CORPORATE RESOLUTION AND ORDER

At a called meeting of the Board of Directors of Right of Way Technology, Inc., which meeting was called for and held on the 17th day of March A.D. 2014, and called for the purpose of authorizing contracts for right of way services to be executed between said Corporation and the Mississippi Transportation Commission; at which meeting the following resolution was offered, considered and adopted by a majority vote, to wit:

Be it resolved that Mark Dye, President and Chief Executive Officer of said Corporation is hereby authorized, empowered, and directed to execute and deliver unto the Mississippi Transportation Commission any and all contracts for right of way services to be performed by said Corporation for the Mississippi Department of Transportation; and,

The above resolution was offered, considered and adopted at a called meeting on the 17th day of March A.D. 2014, and a copy thereof placed upon the minutes of said Corporation as a part of the records of said Corporation.



Corporate Clerk

I certify that the above Corporate Resolution and Order of the Board of Directors of Right of Way Technology, Inc. is a true and correct copy.



President



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 CERTIFICATE OF INSURANCE  
 CONSULTANT SERVICES UNIT**

This is to certify that the following described Insurance Policies are in force at this date with limits not less than shown below.

**Named Insured:** Right of Way Technology, Inc.

**Term:** 2014 Right of Way  
Master Contract

**Address:** 593 Risher Road  
Carnage, MS 39051

**County(ies):** Statewide

**MDOT Project Number:** Master Contract 2014

	<b>Workers Compensation Insurance</b>	<b>Comprehensive General Liability Insurance</b>	<b>Valuable Documents Insurance</b>	<b>Errors and Omissions (Professional Liability) Insurance</b>	<b>Comprehensive Automobile Liability Insurance</b>
<b>Company:</b>	N/A - Less than 5 Employees	Farm Bureau	Farm Bureau	Admiral Insurance Company	Farm Bureau
<b>Policy Number:</b>		GL04790006	CF327726	EO000016477- 02	A0186198
<b>Limits:</b>		2,000,000	5,000	1,000,000	1,000,000
<b>Deductibles:</b>			1,000	5,000	500
<b>Effective Date:</b>		04/09/2014	04/19/2014	03/29/2014	12/27/2013
<b>Expiration Date:</b>		04/09/2015	04/19/2015	03/29/2015	06/27/2014

In the event of cancellation of said policies or failure on the part of the company to renew at expiration date, the company agrees to give the Mississippi Department of Transportation, Jackson, Mississippi, not less than thirty days written notice sent by registered mail stating when cancellation or expiration date shall be effective, unless such cancellation is due to non-payment of premium in which case not less than ten (10) days prior notice will be given.

The above policies provide protection as is specified in section X of Project Number 105069-801000

By: *Mark Dye*  
 Address: MARK DYE  
593 RISHER RD  
CARNAGE, MS 39051



Sworn to and subscribed before me this  
 The 15<sup>th</sup> day of April, 2014  
Patsy W. Ballenger  
 Notary Public

**NOTICE: THE CONSULTANT MUST RENEW THIS CERTIFICATE ANNUALLY UNTIL THE CONTRACT IS TERMINATED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION. DO NOT REPLACE THIS FORM WITH A FACSIMILE OR ALTER THIS FORM IN ANY MANNER. IT WILL NOT BE ACCEPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.**

**EXHIBIT 2**  
**Scope of Work**

**DESCRIPTION OF PROJECT:**

Project includes professional services for ROW Acquisition in connection with the *Martin Bluff Road Widening Project*.

**GENERAL SCOPE OF WORK**

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 ROW Manual, as revised. When in conflict between the PDM and this CONTRACT, the PDM will govern.

The following SERVICES shall be conducted by the CONSULTANT on behalf on the LPA in accordance with the terms and conditions of this CONTRACT and in accordance with all of the CONTRACT'S incorporated Exhibits:

**APPRAISAL SCOPE OF WORK**

**Definitions**

1. APPRAISER – The appraiser of record who is a licensed certified general real estate appraiser with experience in appraising real estate using the Before and After valuation method as prescribed by the laws of Mississippi for the purpose of right of way acquisition;
2. MDOT – The Mississippi Department of Transportation;
3. RIGHT OF WAY CONSULTANT – The agency or firm that will perform all other right of way disciplines, to include APPRAISAL;
4. APPRAISAL OFFICER – The officer directing the Appraisal Section and the Appraisal Review Section of the LPA or an official designated by the LPA who is a full time employee of the LPA; and
5. REVIEW APPRAISER – The LPA staff review appraiser or contract review appraiser who is a licensed certified general real estate appraiser with at least six (6) years of real estate appraisal experience appraising real estate for right of way acquisition.
6. LPA – Local Public Agency

**General**

Prior to the acquisition of property, real property appraisal reports shall be prepared and completed by the APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed:

1. Uniform Standards of Professional Appraisal Practice;
2. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Projects;
3. State and Federal Statutes and Regulations;
4. Standard Operation Procedure and Policy of the MDOT;
5. Guidelines and Procedures on Appraisal for Court Testimony;

6. Work on the parcels containing improvements shall be accomplished first;
7. The appraiser of record shall be a State Certified General Real Estate Appraiser; and
8. All appraisal reports shall be completed on appraisal forms substantially the same as MDOT appraisal forms that have been approved by MDOT.

### **Original Appraisal Reports and Sales Brochure**

Before any appraisal work begins, LPA representatives, the project REVIEW APPRAISER, MDOT Right of Way District Coordinator and the RIGHT OF WAY CONSULTANT, along with the appraisal sub-consultant (APPRAISER), shall meet at a time and place determined by the LPA to discuss the project plans and the appraisal for the project.

At this meeting the above items may change 1-8 shall be discussed and copies of all necessary forms shall be provided to the RIGHT OF WAY CONSULTANT and APPRAISER. At this time, the APPRAISER will confirm that (s)he has or will have purchased the most recent computer software used by LPA for comparable sales data storage and retrieval prior to beginning the market research for the market data and comparable sales data. The Right of Way Appraisal Map(s), deeds and one- (1) set of **right-of-way maps and engineering plans** shall be furnished at this time. The type of appraisal reports (Total Before and After of Improved Property, Land Only, and Short Form appraisals) and the need for specialty report(s) will be discussed. The fee schedule and method of payment of appraisal services will also be reviewed and discussed.

Also at this meeting, the LPA will make available to the APPRAISER for inspection or copying, other information, including, but not limited to, the five-year history, background information regarding construction and other available material covering the property being appraised.

### **Comparable Sales Brochure**

The APPRAISER shall prepare the Comparable Sales Brochure along with a record search list showing the Sections, Townships and Ranges that were searched for comparable sales and the date range utilized in the search. Also a Comparable Sales Map will accompany the Comparable Sales Brochure. A copy of the Comparable Sales Brochure shall be furnished to the REVIEW APPRAISER. The Comparable Sales Brochure shall be reviewed and accepted by the project REVIEW APPRAISER before any appraisal work is started. During the project, the APPRAISER shall maintain and update the Comparable Sales Brochure as new sales data are discovered. A copy of the Comparable Sales Brochure shall be provided to the LPA upon completion and approval of all of the original appraisals on the project.

### **Appraisal Development and Reporting**

Once the original sales brochure has been reviewed and accepted by the REVIEW APPRAISER and the LPA, the appraisal work shall begin, unless otherwise directed by the LPA.

The APPRAISER shall develop and provide a fully documented real property appraisal on each parcel of the project and in so doing shall make a personal inspection of each parcel to be appraised. The APPRAISER shall offer the property owner or his or her representative an opportunity to accompany him or her on inspection of the property. The APPRAISER shall submit on a regular periodic basis all appraisal reports completed for a specified time period (i.e., monthly or weekly). Upon completion of the appraisal report(s) the APPRAISER shall deliver to the APPRAISAL OFFICER one (1) original appraisal report:

A "fully documented" real property appraisal report shall be considered to be the valuation of all interest(s) pertaining to the same parcel. In addition to the fee simple interest, this is to include all quit claim interests, permanent easements, access rights, uneconomic remnants (x-deeds), temporary easements, and any other interests. The negotiated appraisal fee agreed to in this CONTRACT includes any and all expenses necessary for and related to the appraisal, including but not limited to timber cruises, cost to cure, and cost-new estimates.

Should the LPA require and request the attendance of the APPRAISER at conferences for the purpose of discussing certain aspects of any appraisal report covered by this contract, no additional compensation shall be paid for such time spent in conference.

All requests by the APPRAISER for a Specialty Report shall have the concurrence of the APPRAISAL OFFICER. If it is determined by the LPA that a Specialty Report is necessary, then the LPA will determine an agreement with a professional service provider to prepare the 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 the project's original appraisals, the APPRAISER shall deliver one original hard copy of the Comparable Sales Brochure to the APPRAISAL OFFICER. Upon review and acceptance of the appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the appraisal report(s).

The LPA will require a complete disclosure of information or data and will require the correction of any apparent errors and may ask that additional information and/or documentation be submitted before establishing that the appraisal report is acceptable.

#### **Revised Appraisal Reports and Sales Brochure**

The APPRAISAL OFFICER, or his designated representative, will review any and all changes or revisions to the right of way plans and in consultation with the REVIEW APPRAISER determine if the change or revision will require a revised appraisal report to be completed by the APPRAISER. If it is determined that a revised appraisal report is necessary, the APPRAISAL OFFICER, or his designated representative, will transmit the revised map and deed to the RIGHT OF WAY CONSULTANT/APPRaiser. If the RIGHT OF WAY CONSULTANT/APPRaiser initiates a request for a change or revision to the right of way plans, this request must be made in writing to the REVIEW APPRAISER for written approval. Upon approval by the REVIEW APPRAISER, the request must have the concurrence of the APPRAISAL OFFICER. All revised appraisal reports shall be completed in accordance with items may change 1-8 listed above, as applicable.

Upon completion of the revised appraisal report(s), the APPRAISER shall deliver to the APPRAISAL OFFICER One (1) original of the revised appraisal report(s):

If the revised appraisal report resulted in any changes or additions to the Comparable Sales Brochure, the APPRAISER shall be responsible for sending the comparable sales data record to the designated LPA Appraisal Officer and providing the REVIEW APPRAISER with one (1) copy of comparable sales data sheet for each additional or changed comparable sale record.

All revised appraisal reports shall be reviewed and accepted by the REVIEW APPRAISER prior to any fair market value offers being made. Upon review and acceptance of the revised appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the revised appraisal report(s).

#### **Appraisal in Preparation of Testimony in Eminent Domain Court**

The appraisal report(s) completed in preparation of testimony before the Special Court of Eminent Domain shall be prepared and completed in accordance with items 1-8 listed above under "General Scope of Work." The date of valuation shall be the date suit is filed. A letter shall be sent by the LPA to the RIGHT OF WAY CONSULTANT with a copy to the APPRAISER, requesting the preparation of an appraisal report for court. The appraisal for court shall include, but not be limited to market research, property inspection(s), report writing and preparation, preparation of the discovery form, all related attachments, and transmittal letters.

The LPA may require the attendance of the APPRAISER at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney. The APPRAISER shall be available for court appearances and court testimony as required by the LPA.

The appraisal for court shall be reviewed and accepted by the REVIEW APPRAISER before any pre-trial conferences and/or trial testimony unless otherwise authorized by the LPA.

The RIGHT OF WAY CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Update Reports to meet all deadlines. In the event the APPRAISER (OF RECORD) cannot fulfill the obligations to testify as the valuation witness, the RIGHT OF WAY CONSULTANT shall be responsible for supplying a substitute appraisal witness acceptable to the LPA, at no additional costs to the LPA.

## **REVIEW APPRAISAL SCOPE OF WORK**

### **General**

Prior to the acquisition of property, review of the appraisals shall be prepared and completed by the REVIEW APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed by the LPA:

1. Uniform Standards of Professional Appraisal Practice;
2. Applicable laws of the State of Mississippi;
3. Standard Operating Procedures and Title 49, Code of Federal Regulations, Part 24, and any revisions thereto;
3. Appraisal review of the parcels containing improvements shall be completed first;
4. The review appraiser shall be a State Certified General Real Estate Appraiser with at least six (6) years of appraisal experience and must have previous experience in review appraisal work for right of way acquisition;
5. All appraisal review reports shall be completed on appraisal review forms substantially the same as MDOT appraisal review forms that have been approved by the LPA; and
6. The REVIEW APPRAISER shall adhere to USPAP and the applicable laws of the State of Mississippi in the appraisal review function.

### **General Description of Work**

The LPA and the REVIEW APPRAISER shall meet as necessary and as requested by either party. The primary function of the Review Appraisal process is to assure that an acceptable appraisal report containing the estimate of market value is made. The requirements of the appraisal review are set forth in the LPA ROW Operations Manual. In addition to the requirements set forth in the LPA ROW Operations Manual the REVIEW APPRAISER shall be available to assist, advise, and provide written recommendations to the LPA or RIGHT OF WAY CONSULTANT, as requested by the LPA.

The REVIEW APPRAISER shall NOT begin work before a Notice to Proceed is issued. The REVIEW APPRAISER shall complete the review of each appraisal report within ten (10) working days. If deficiencies are found, the appraisal report will be returned to the APPRAISER for corrections. After the

review process is completed and the REVIEW APPRAISER has accepted the appraisal report, the accepted appraisal report along with the appraisal review report shall be submitted to the APPRAISAL OFFICER.

The LPA or the RIGHT OF WAY CONSULTANT shall furnish to the REVIEW APPRAISER the following services and data:

1. One (1) original appraisal report;
2. One original hard copy of the Comparable Sales Brochure ;
3. One Comparable Sales Location Map showing the location of each comparable sale;
4. A Record Search List of the Sections, Townships and Ranges which were researched for comparable sales;
5. Right of Way Appraisal Map;
6. Final Right-of-Way Plans;
7. A copy of all the LPA ROW Operations Manual regarding review appraisal procedures, upon request by the REVIEW APPRAISER; and
8. The most recent LPA Appraisal / Review Appraisal Report Forms Substantially the same as MDOT Appraisal/Review forms shall be used.

The REVIEW APPRAISER shall:

1. Review the original Comparable Sales Brochure provided by the LPA or the APPRAISER and recommend its use to begin the appraisal process;
2. Provide the LPA one original Appraisal Review Report of appraisals that have been completed by the APPRAISER;
3. Provide the LPA copies of the accepted Appraisal Report and Review Appraisal Report for acquisition, relocation, and property management purposes, as applicable;
4. Provide the LPA a parcel tracking code sheet listing all parcels completed similar to (MDOT ROW Form 719) ;
5. Provide a completed Establishment of Just Compensation Form to be reviewed and signed by the Authorized LPA Official, authorized to establish the amount believed to be just compensation;
6. Maintain complete and accurate Weekly Status Reports and Appraisal Review Detailed Status Reports (refer to Appendix A-1 & A-2, respectfully). The format for these reports provided in Appendix A-1 and A-2 shall be followed by the CONSULTANT. The REVIEW APPRAISER shall furnish this report to the APPRAISAL OFFICER on a regular weekly basis; and
7. Furnish the APPRAISAL OFFICER the original accepted and recommended appraisals along with the reviewer's recommendation of the amount believed to be just compensation and supporting documentation. The APPRAISAL OFFICER will distribute to the RIGHT OF WAY CONSULTANT a copy(s) of accepted and recommended appraisals, the review appraisal report, and Establishment of just compensation as provided by the LPA's designated official.





## ACQUISITION SCOPE OF WORK

The CONSULTANT shall furnish the LPA Acquisition Officer a weekly status report in a format as prescribed by the LPA (See Appendix B).

Reports are due in the LPA's office by e-mail or fax by 10:00am each Friday for the duration of the **Work Assignment**

### Acquisition by Deed

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

- (a) The original right-of-way invoice with the signature of the CONSULTANT'S project manager recommending payment;
- (b) A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust;
- (c) An executed IRS Form W-9 from the property owners;
- (d) A copy of a Fair Market Value Offer ("FMVO") given to every identifiable interest holder and any recommendations for administrative adjustments. Prior approval by the LPA'S ROW Acquisition Officer is required for any Administrative Adjustments to the Fair Market Value. Information pertaining to administrative adjustments on parcels involving displaces shall also be forwarded to the LPA'S Relocation Officer and the CONSULTANT'S Relocation personnel. A contact record in a format prescribed by the LPA; and
- (e) A closing statement signed by the CONSULTANT (original).

### Acquisition by Condemnation

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

- (a) Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowners. The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
- (b) Statement in contact record that a copy of the Fair Market Value offer was delivered to every identifiable interest holder; and
- (c) A contact record in a format prescribed by the LPA.

Upon completion of the project, all files are to be delivered by the CONSULTANT to the LPA **within 30 days**. Each file shall be indexed in a format prescribed by the LPA.

**APPENDIX B – ACQUISITION WEEKLY STATUS REPORT**

**WEEKLY ACQUISITION STATUS REPORT**

Cover Sheet

FOR MDOT HQ USE ONLY. DO NOT PRINT AND DISCARD THIS INFORMATION AT FIELD LOCATIONS.

State Project: \_\_\_\_\_

Acquired (turned-in for payment).....		_____ OCA: _____
Recommended for Condemnation.....		_____ Name of County _____
In Negotiation (Files).....		_____ Termin: _____
Appraisals Needed.....		
Unable to complete due to revisions .....		<<(smd, appraisal memo's, etc)
Total Files.....		

- Acquisition Agent(s) \_\_\_\_\_
- Relocation Agent(s) \_\_\_\_\_
- Asst Constr Engr \_\_\_\_\_
- Project Engineer \_\_\_\_\_
- Dist Surveyor \_\_\_\_\_
- Utility Coordinator \_\_\_\_\_
- Review Appraiser \_\_\_\_\_
- SM&D Squad \_\_\_\_\_
- Title Reviewer \_\_\_\_\_

Dist Ofc Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Chancery Clk: \_\_\_\_\_ Tax Assessors Ofc: \_\_\_\_\_

other details specific to project:

Hotel ph#s in area \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## RELOCATION ASSISTANCE SCOPE OF WORK

The CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with Local Public Agency Right of Way Operations Manual and Policy decisions and in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Projects.

Prior to initiation of acquisition procedures the CONSULTANT shall conduct a survey of the entire project. Within **five (5)** days of completion of the Relocation Assistance survey, a summary report of the results shall be submitted to the LPA Right of Way Agent Supervisor.

The report content shall include as a minimum:

- (a) A listing of all displaced persons, identified by file number, name and type of displacement, and a summary of any special or unusual problems foreseen, with recommended procedure for mitigation; and
- (b) A copy of the project's Comparable Replacement Housing and Miscellaneous files.

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

All Relocation Assistance payments require final approval of LPA'S Right-of-Way Agent Supervisor. When a claim for payment is not approved by LPA, corrections shall be made and the claim re-submitted to LPA within **two (2)** days of correction.

CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Cost estimates under or equal to \$250.00 shall be paid by the CONSULTANT. All cost estimates greater than \$250.00 may be paid by the LPA with prior approval. For personal property moves of \$2,000.00 or more, estimates from two (2) commercial movers are mandatory. For residential replacement housing payments where existing comparable replacement housing is not available, cost-new estimates from two (2) qualified builders are required.

CONSULTANT shall maintain complete records of Relocation Assistance contacts for each file. CONSULTANT'S Agent assigned to a project shall contact displacees at least every two weeks until the file is closed or placed in Eminent Domain proceedings. All records shall be kept on approved LPA forms in a format prescribed by the LPA and substantially similar to MDOT format.

CONSULTANT shall furnish an up-to-date status report each week in a format prescribed by the LPA [Appendix C]. Reports are due in the LPA'S office by e-mail or fax by **12:00 pm each Thursday for the duration of the PROJECT.**

CONSULTANT assigned to the PROJECT shall remain on the PROJECT while relocation is in progress or until services of the CONSULTANT are otherwise terminated or concluded.

Experience/Educational Requirements for CONSULTANT'S Relocation Assistance Agents  
CONSULTANT'S Relocation Assistance Agents shall meet the following minimum requirements:

Education:

A Master's Degree from an accredited four-year college or university

**AND**

Experience:

Two (2) years of experience related to real estate field or relocation assistance

**OR**

Education:

A Bachelor's Degree from an accredited four-year college or university

**AND**

Experience:

Three (3) years of experience related to relocation assistance or real estate

**OR**

Education:

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

**AND**

Experience:

Five (5) years of experience related to relocation assistance or real estate.

Completion of the Relocation Assistance Certification Program courses associated with International Right-of-Way Association and National Highway Institute may be substituted for the Bachelor's Degree listed above.

CONSULTANT shall assign to each project under contract with the LPA at least one Relocation Assistance Agent having either an SR/WA designation or a relocation assistance certification from the IRWA or other governing body as determined by the MDOT.

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

For any relocation project that covers between sixty (60) to one hundred twenty four (124) parcels for relocation, CONSULTANT will assign two (2) Relocation Assistance Agents, one of whom shall be certified as specified above.

For any relocation project that covers between one hundred twenty five (125) and two hundred (200) parcels for relocations, CONSULTANT will assign a minimum of three (3) Relocation Assistance Agents, two of whom shall be certified as specified above.

For any relocation project that exceeds two hundred (200) parcels having relocations, an additional Relocation Assistance Agent will be assigned for each additional thirty (30) relocations. One of any 3 (three) Relocation Assistance Agents added shall be certified as specified above.

The CONSULTANT shall be responsible for notifying the LPA Property Management Section, in writing, within two (2) days of when improvements have been vacated.

### **Relocation Procedures**

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

1. A copy of the initial contact documentation and pertinent completed forms must be sent to the LPA Office for a file to be opened;
2. The certificate of **LEGAL RESIDENCY** must be obtained from every displace;

3. All **REVIEW** files must be sent to the LPA except when individual files are needed on a project for reviewing of Offers or Claims for Payment;
4. The LPA Relocation Section **must** approve of any administrative adjustments for consultant files. The CONSULTANT shall be required to submit written justification explaining how much and where the adjustment was placed. Necessary adjustments to relocation offers must be made to avoid duplication of payments;
5. The LPA must advise the CONSULTANT of any files that are condemned so that payments will not be processed for Relocation entitlements on these files unless pre-approved;
6. The CONSULTANT must attend closings with displacees when replacement property is purchased. The LPA does not approve the leaving of a warrant with a closing attorney. The CONSULTANT, unless otherwise stated by the LPA, must be a part of the closing process;
7. Prior to the release of a warrant, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
  - A. Copy of the executed HUD closing statement signed by the seller, the buyer and the attorney;
  - B. Copy of the executed Warranty Deed;
  - C. Copies of all checks issued from the attorney's escrow accounts that are pertinent to the purchase price of the replacement dwelling;
  - D. Copy of the executed mortgage note;
  - E. Copy of the Deed of Trust; and
  - F. Copy of closing documentation.
8. The CONSULTANT shall obtain a copy of the recorded WARRANTY DEED and if there is a mortgage at the replacement, a copy of the recorded DEED OF TRUST;
9. Replacement properties that are being acquired through less than arms-length transactions (relatives, close associates, etc.) need an appraisal from an appraiser that cannot be construed as being influenced by the Relocation Agent, buyer and/or seller;
10. When a dwelling is vacated, pictures are required of the inside and outside of the dwelling. Documentation of the inspection must be done on the MDOT form ROW-681 and the clearance form, or substantially similar forms along with the key, must be turned over to the LPA;
11. Relocation files on parcels placed in condemnation must be sent a 90-Day Quick-Take Notice, along with an appropriate SOP Eminent Domain Letter, as soon as the file is recommended for condemnation by the CONSULTANT. The 30-Day Quick-Take Notice must be mailed when 60 days have passed since delivery of the 90-Day Quick Take Notice and the required funds are deposited with the Circuit Clerk. Upon receipt of the Right of Entry and Immediate Possession, the displacees must be sent, at the LPA'S discretion and prior approval, a 45-Day Encroachment Letter or processed for eviction.;
12. Consultants **must** provide confirmation of all sent 30-Day Notices, 90-Day Quick-Takes and 30-Day Quick-Takes, along with the appropriate SOP Eminent Domain letters as soon as each is sent and confirmation that each notice has been received; Delivery of notices by Certified Return Receipt USPS mail is preferred;

13. The CONSULTANT shall provide to the LPA supporting documentation used to determine extent of eligibility to non-residential moving expenses and reestablishment expense payments:
  - A. Schedule C for Businesses – the term "Business" means any lawful activity, except a farm operation, that is conducted:
    - 1) Primarily for the purchase, sale, lease and/or rental of personal and/or Real Property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property;
    - 2) Primarily for the sale of services to the Public;
    - 3) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or
    - 4) By a nonprofit organization that has established its nonprofit status under applicable Federal or State Law. {Federal Register Part V Department of Transportation FHA 49CFR Part 24.2(4)}
  - B. Schedule E for Rents and Royalty;
  - C. Schedule F for Farm; and
  - D. Form 990 for Non-Profit Organizations

Signed copies of the Federal Tax Return signature page are also required.

The use of the business reestablishment expense payment for the purpose of purchasing **Capital Assets** is **NOT ALLOWED**, unless otherwise stated by MDOT. In every case where a business reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement improvement and/or site, the proposed purchase must be **APPROPRIATELY DOCUMENTED AND PRE-APPROVED** by the MDOT ROW Division District Coordinator.

A business in operation for less than a year and not having filed an Income Tax Return may qualify as a business with the submission of documentation deemed acceptable by the LPA. Appropriate documentation may include but is not limited to the following; business Tax ID Number, Privilege License, Permit, or other;

14. Increased interest payment (mortgage interest buy-down) is based on the mortgage in effect at the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A loan obtained at an interest rate HIGHER than the prevailing interest rate for the area MAY NOT qualify for an increased interest payment. The LPA shall be contacted if any question arises as to the displacee's qualification for this payment;
15. The number of businesses on a parcel and the number of consultant fees for businesses which may be charged to a parcel will be determined and **approved by the LPA;**
16. A partial payment of 50% of the Consultant Fee may be claimed when the relocation offer is made and a copy of the offer letter with supporting documentation is provided. Final payment for the Consultant Fee may be submitted to LPA after proper completion of all documentation AND expiration/exhaustion of the displacee's relocation benefits;
17. To close a file, the CONSULTANT shall submit written notification clearly stating **Relocation is accomplished—Close File;**

18. Cost estimates under \$250.00 are to be paid by the CONSULTANT. All costs over \$250.00 must be approved by the LPA; and
19. The CONSULTANT is allowed to give one 30-Day extension. All others are to be approved by the LPA.



## PROPERTY MANAGEMENT SCOPE OF WORK

The general scope of work for Property Management shall include the tasks of Property Management Inventory, Asbestos Abatement and Demolition, Environmental, and Water Well Drilling. Depending on the LPA needs, the CONSULTANT may be required to perform any or all of the following tasks. The general scope of work for each task is outlined in the following sections:

### Property Management Inventory

Prior to the initiation of acquisition procedures, the CONSULTANT shall provide the following services, at a minimum:

- conduct a rodent inspection (Rodent Report) of the entire project and submit a memorandum to the LPA (example memorandum attached as Appendix D);
- identify all improvements located within the proposed right-of-way and submit an LPA Improvement Inventory form (Appendix E) for each improvement to the LPA;
- complete a salvage value appraisal for each improvement using MDOT form ROW-720 (Appendix F). Salvage values for improvements shall be established following LPA Property Management Section Procedures. Salvage values must be reviewed and approved by the LPA. The completed MDOT ROW-720 (Appendix F) form shall be submitted to the LPA;
- conduct a Transaction Screening Questionnaire (Appendix G) for each parcel located within the proposed right-of-way. The completed Transaction Screening Questionnaire shall be submitted to the LPA;
- conduct an asbestos inspection of all improvements located within the proposed right-of-way. The asbestos inspection shall be conducted by a Mississippi certified asbestos inspector. The asbestos reports shall be submitted to the LPA within 10 days of completion; and
- prepare plans and specifications for asbestos abatement, if necessary. The plans and specifications shall be prepared by a Mississippi certified Asbestos Project Designer. The plans and specifications shall be submitted to the LPA.

### Asbestos Abatement and Demolition

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

- submit a STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM (Appendix H) to the Mississippi Department of Environmental Quality for the project. A copy of the notification form shall be submitted to the LPA;
- perform asbestos abatement in accordance with the plans and specifications, as required. Asbestos abatement shall be performed by a Mississippi certified asbestos abatement contractor;
- provide air-monitoring services during asbestos abatement activities. Air monitoring services shall be provided by a third party consultant; and
- remove, sell, and/or demolish all improvements located within the proposed right-of-way.

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

The CONSULTANT shall be responsible for advertising improvements for sale and for the collection of monies from said sales. An automatically forfeitable performance bond for 10% of the purchase price or \$500, whichever is greater, shall be required from the purchaser on all sales of improvements to insure that the property is vacated in a timely manner. A sales contract (Appendix I) shall be executed allowing a maximum of forty-five (45) days for the purchaser to remove improvements. If improvements are not removed within 30 days of the date of the contract, the CONSULTANT shall provide written notice to the purchaser that title shall be transferred back to LPA pursuant to the terms of the contract (Appendix L). Monies collected shall be forwarded to the LPA within five (5) days of collection, along with a memo of transmittal. The sale and advertisement of all improvements shall be performed in accordance with Property Management Section Procedures, LPA ROW Operations Manual, Miss. Code Ann. Section 65-1-123 and 40 CFR Part 61.145. The LPA has the right to reject any and all bids. No sale is final until approved by the LPA.

The CONSULTANT shall furnish the purchaser of improvements with a partially completed Demolition/Renovation Notification Form (Appendix H), to be completed by the purchaser. In accordance with state and federal regulations, this form must be submitted by the purchaser to the Mississippi Department of Environmental Quality at least ten (10) working days prior to the removal of improvements. Asbestos and lead disclosure statements (Appendix J & K) must be signed by the purchaser and put in the parcel file.

The CONSULTANT shall be responsible for monitoring the removal of improvements from the right of way to insure that they are removed in accordance with all federal and state regulations.

The CONSULTANT shall notify the LPA Property Management Officer in writing within 15 days of the improvements being removed from the right-of-way.

### **Environmental**

Prior to the initiation of acquisition procedures, the CONSULTANT shall review the Hazardous Material portion of the environmental document. Any known or potentially contaminated sites shall be handled in accordance with Federal, State and Local regulations and following LPA Property Management Section Procedures in the LPA ROW Operations Manual. Specifics regarding known contaminated sites shall be outlined in the specific scope of work, Exhibit 2.

If underground storage tanks (USTs), suspected or buried containers, hazardous and/or toxic substances are discovered during the performance of this contract, other than that contracted for removal, work in this area shall be immediately discontinued and measures taken to protect susceptible nearby wetlands or ground-water sources.

The CONSULTANT shall report to the LPA Property Management Officer any evidence or conditions which may cause suspicion that a waste site of hazardous or toxic materials and/or containers or USTs has been located within the right-of-way limits of this project. Work shall cease immediately at such suspected site and shall not resume until directed by the Project Director.

The LPA reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous and/or toxic waste, not a subject of this CONTRACT. Should the disposition of such material require special procedures by certified personnel, the LPA will provide/contract with qualified persons to dispose of the material.

### **Water Wells**

The CONSULTANT shall identify and decommission all water wells located within the proposed right-of-way. The wells shall be decommissioned in accordance with Federal, State and Local regulations and following LPA Property Management Section Procedures and LPA Right of Way Division SOPs.

### **Payment**

Payment for all items of work shall include all labor, materials, fuel, taxes, transportation, permits, notices, fees, bonds, insurance and other items of work necessary for a complete performance of a Work Assignment. No additional payment shall be due the CONSULTANT for waiting, demurrage or other delays at the landfill or disposal site.

### **Responsibility**

The CONSULTANT shall assume all responsibility for damage to existing utilities. The CONSULTANT shall be responsible for the disconnection of any utilities to the improvements to be removed and shall be responsible for notifying the utility companies prior to commencement of the work. No payment will be made for delays, interference or damage caused to or by existing utilities.

The LPA will provide any information in its possession regarding utilities to the CONSULTANT however, the CONSULTANT shall be fully responsible for the location of all utilities. The CONSULTANT shall take all the necessary precautions to protect these utilities from damage. In the event that the utilities are damaged by the CONSULTANT during the prosecution of the work, the CONSULTANT shall repair or replace the utility at his own expense.

**Payment for the above work shall be made upon completion and verification according to payment schedule indicated in Exhibit 3.**

**APPENDIX D**

**RODENT REPORT**

**YOUR COMPANY LETTERHEAD**

**MEMORANDUM:**

(Date)

To: Property Management Officer  
LPA – Right of Way Division

Project:  
(Project Number)

From:

Termini:

Subject: Rodent Report

County:

**APPENDIX E**  
**LPA IMPROVEMENT INVENTORY**

Project Number: \_\_\_\_\_ County: \_\_\_\_\_

Parcel Number: \_\_\_\_\_ Station No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Date Acquired: \_\_\_\_\_ Improvement Type: \_\_\_\_\_

Size: \_\_\_\_\_ Sq. ft. Materials/Construction: \_\_\_\_\_

Condition: \_\_\_\_\_ Special Equipment: \_\_\_\_\_

Salvage Value: \_\_\_\_\_ Foundation Type: \_\_\_\_\_ Age: \_\_\_\_\_

Asbestos Inspection Date: \_\_\_\_\_ Asbestos Type: \_\_\_\_\_

TSQ Date: \_\_\_\_\_ Date Relocation Completed: \_\_\_\_\_  
e.g. flooring, roofing, ceiling tile, sheetrock, etc.

Recommended Removal Method: \_\_\_\_\_ Construction Letting Date: \_\_\_\_\_  
month/year

Date of Private Sale: \_\_\_\_\_ Purchaser: \_\_\_\_\_

Sale Price: \_\_\_\_\_ Date Bid Received: \_\_\_\_\_ Date Check Received: \_\_\_\_\_

Date Bill of Sale Mailed to Purchaser: \_\_\_\_\_ Removal Deadline: \_\_\_\_\_

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX F

Salvage Appraisal

Date \_\_\_\_\_  
Project \_\_\_\_\_  
County \_\_\_\_\_  
Parcel \_\_\_\_\_  
Owner \_\_\_\_\_

The improvements consist of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comparable Sales:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Based on the above sales, a total salvage value of \$ \_\_\_\_\_ is placed on the improvements. A photograph of each improvement is attached.

Signed \_\_\_\_\_  
Property Manager

APPENDIX G

TRANSACTION SCREENING QUESTIONNAIRE

Completed by: \_\_\_\_\_

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

\_\_\_\_\_  
Description of Site:

Project: \_\_\_\_\_

Other site  
Information: \_\_\_\_\_

Parcel: \_\_\_\_\_

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

Improvements: \_\_\_\_\_

QUESTION	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
1. Is the property or any adjoining property used for an industrial purpose?	YES NO UNK*	YES NO UNK*	YES NO UNK*
2. To the best of your knowledge, has the property or any adjoining property been used for an industrial purpose in the past?	YES NO UNK*	YES NO UNK*	YES NO UNK*
3. Is the property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, waste processing, or recycling facility?	YES NO UNK*	YES NO UNK*	YES NO UNK*
4. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, waste processing, or recycling facility in the past?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK\* = UNKNOWN OR NO RESPONSE  
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
5. Are there currently or to the best of your knowledge, have there been previously, any automotive or industrial batteries in significant quantities, or pesticides, paints, or other chemicals in individual containers of greater than five gallons in volume, or fifty gallons in the aggregate, stored on or used at the property or at the facility?	YES NO UNK*	YES NO UNK*	YES NO UNK*
6. Are there currently or, to the best of your knowledge, have there previously been any industrial drums (typically 55 gallon) or sacks of chemicals located on the property or at the facility?	YES NO UNK*	YES NO UNK*	YES NO UNK*
7. Has fill dirt been brought onto the property which originated from a contaminated site or which is of an unknown origin?	YES NO UNK*	YES NO UNK*	YES NO UNK*
8. Are there currently or, to the best of your knowledge, have there previously been any pits, ponds or lagoons located on the property in connection with waste treatment or waste disposal?	YES NO UNK*	YES NO UNK*	YES NO UNK*
9. Is there currently or, to the best of your knowledge, has there ever been any stained soil on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
10. Are there currently or, to the best of your knowledge, have there ever been any registered or unregistered storage tanks (above or underground) located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
11. Are there currently or, to the best of your knowledge, have there ever been any vent pipes, fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK\* = UNKNOWN OR NO RESPONSE  
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
12. Are there currently or, to the best of your knowledge, have there ever been any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	YES NO UNK*	YES NO UNK*	YES NO UNK*
13. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any government environmental/health agency?	YES NO UNK*	YES NO UNK*	YES NO UNK*
14. Does the Owner or Occupant of the property have any knowledge of environmental liens or governmental notification relating to past or current violations of environmental law with respect to the property or any facility located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
15. Has the Owner or Occupant of the property been informed of the past or current existence of hazardous substances, or petroleum products, or any environmental violations with respect to the property, or any facility located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
16. Does the Owner or Occupant of the property have any knowledge of any Environmental Site Assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property and recommended further assessment of the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK\* = UNKNOWN OR NO RESPONSE  
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
17. Does the Owner or Occupant of the property know of any past, threatened, or pending lawsuits, or administrative proceedings, concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any Owner or Occupant of the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
18. Does the property discharge wastewater, other than storm water, directly to a ditch or stream on or adjacent to the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
20. Is there a transformer, capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK\* = UNKNOWN OR NO RESPONSE  
QUESTION

Revised 07/02/2001

APPENDIX H

STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM

Please type or print legibly.

Incomplete notices will not meet notification requirements.

Revised: 2/00

I. TYPE OF NOTICE: ( ) Original ( ) Revision ( ) Canceled  
( ) Annual ( ) Info. Only

II. TYPE OF PROJECT: ( ) Renovation ( ) Demolition  
( ) Ordered Demolition ( ) Emergency Renovation

III. SITE INFORMATION: Name: \_\_\_\_\_  
Description: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

IV. OWNER INFORMATION: Name: \_\_\_\_\_  
Full Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

V. ASBESTOS REMOVAL CONSULTANT: Name: \_\_\_\_\_  
Certification No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Full Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

VI. CONSULTANT (Other): Name: \_\_\_\_\_  
Full Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

VII. ASBESTOS REMOVAL PROJECT DATES (MM/DD/YY):  
Removal Project Start: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Removal Project Stop: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

VIII. DEMOLITION/RENOVATION PROJECT DATES (MM/DD/YY):  
Project Start: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Project Stop: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Prep Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Bldg. Size (SQ FT): \_\_\_\_\_

Bldg. Size (LN FT): \_\_\_\_\_

IX. BUILDING INFORMATION:  
No. of Floors: \_\_\_\_\_ Age in Years: \_\_\_\_\_  
Present Use: \_\_\_\_\_ Prior Use: \_\_\_\_\_

X. ASBESTOS INSPECTION:  
Was site inspected to determine presence of asbestos? ( ) Yes ( ) No  
Inspection Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Asbestos Present? ( ) Yes ( ) No  
Inspector: \_\_\_\_\_ Cert. No.: \_\_\_\_\_ Exp. Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Identify suspect materials sampled:  
Laboratory Analysis: TEM \_\_\_\_\_ PLM \_\_\_\_\_ Other \_\_\_\_\_

Name of Laboratory: \_\_\_\_\_

**STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM - CONTINUED**

**XI. QUANTITY OF RACM TO BE REMOVED:**  
 Pipes (LN FT) \_\_\_\_\_ Surface Area (SQ FT) \_\_\_\_\_  
 Volume of Facility Components (CU FT) \_\_\_\_\_

**XII. QUANTITY OF NONFRIABLE ASBESTOS**

NOT REMOVED	TO BE REMOVED
Category I: _____	Category II: _____

**XIII. WASTE TRANSPORTER: Name:** \_\_\_\_\_  
 Full Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

**XIV. WASTE ASBESTOS DISPOSAL SITE: Name:** \_\_\_\_\_  
 Physical Location: \_\_\_\_\_  
 Full Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

\* All asbestos waste should go to a permitted sanitary landfill.

**XV. DISPOSAL SITE FOR DEMOLITION DEBRIS (Other than asbestos):**  
 Name: \_\_\_\_\_  
 Physical Location: \_\_\_\_\_  
 Full Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

\* All demolition debris (other than asbestos) should go to an authorized Rubbish Site, or to a permitted sanitary landfill.

**XVI. REMOVAL/DEMOLITION PROCEDURES TO BE USED (Check all that apply):**

<input type="checkbox"/> Strip & Removal	<input type="checkbox"/> Double Bagging	<input type="checkbox"/> Mechanical Chipping	<input type="checkbox"/> Component Removal
<input type="checkbox"/> Wrecking Ball	<input type="checkbox"/> Gross Demolition	<input type="checkbox"/> Remove Intact	<input type="checkbox"/> Bulldozer
<input type="checkbox"/> Containment	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> Explode	<input type="checkbox"/> Negative Air
<input type="checkbox"/> Wet Method	<input type="checkbox"/> Roofing Saw	<input type="checkbox"/> Other – Explain Below: _____	

**XVII. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**XVIII. PROCEDURES TO BE FOLLOWED IF UNEXPECTED ACM IS FOUND OR NONFRIABLE ACM BECOMES CRUMBLLED, PULVERIZED, OR REDUCED TO A POWDER OR SMALL PIECES:**  
 All work will cease. MDEQ will be notified.

\* Will MDEQ be notified of any significant changes? (XX) yes ( ) no

**XIX. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, IDENTIFY AGENCY BELOW:**  
 Name: N/A Title: \_\_\_\_\_  
 Authority: \_\_\_\_\_  
 Date of Order:  / / Date Demolition to Begin:  / /



**APPENDIX I  
LPA  
AGREEMENT TO PURCHASE IMPROVEMENTS**

Date \_\_\_\_\_

Project No. \_\_\_\_\_ Parcel No. \_\_\_\_\_

County \_\_\_\_\_ Purchaser \_\_\_\_\_

The LPA agrees to sell to the above named Purchaser the following described improvements located in the right of way of the above referenced project and parcel:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Purchaser understands and agrees to the conditions set forth below which are necessary to permitting the Purchasing and Removing of said improvements:

1. The Purchaser agrees to pay \_\_\_\_\_ to the LPA by Certified Check, Cashier's Check or Money Order for the purchase of said improvements;
2. The Purchaser agrees to completely remove said improvements to ground level and remove all debris resulting from said removal except concrete slabs within **45** days from the date of this agreement;
3. It is further agreed that if said improvements are not removed by **{{insert date equal to forty-five days from latest date of execution}}**, that title to said improvements shall, after this date, vest in the LPA;
4. Removal shall conform with federal, state and local government laws or ordinances as may be applicable. Burning of disposable material shall not occur unless such burning is done in accordance with applicable federal, state and/or local government laws or ordinances;
5. The Purchaser hereby agrees to comply with the Rules and Regulations of the U. S. Environmental Protection Agency as printed in 40 C. F. R. Part 61 pursuant to Section 112 of the Federal Clean Air Act, as amended, with reference to Asbestos Removal. The Purchaser agrees that he or his assigns will file a Demolition/Renovation Notification Form with the Mississippi Department of Environmental Quality ten (10) working days prior to work beginning on demolition and on any removal or renovation involving the aforesaid improvements. (SEE ATTACHED MDEQ NOTICE.);

Agreement to Purchase Improvements  
Page two

Project No. \_\_\_\_\_

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

County \_\_\_\_\_

Purchaser \_\_\_\_\_

6. The Purchaser agrees to save and hold harmless the LPA or its agents, employees, assigns and representatives from any and all claims of any person whomsoever for damages arising out of the Purchaser's or his agents' or employees' carrying out the removal of the improvements herein referred to, or in clearing the right of way of debris, or in any other way performing under this Agreement to Purchase Improvements;
7. If any of said improvements are occupied by a tenant, the Purchaser agrees to take no action to remove the improvements until the improvements have been vacated by the tenant. The Purchaser will be allowed a minimum of 30 days after vacation by the tenant to remove the improvements regardless of any other time limits established by this agreement in paragraphs 2 and 3. The tenant will not be required to vacate for a minimum of 90 days after the initiation of negotiations for the referenced property or a minimum of 30 days after the date of conveyance of the real property to the State, whichever is later, and the Purchaser shall take no actions to cause the tenant to vacate the improvements; and
8. It is hereby agreed and understood that the Purchaser shall remain responsible for the removal of the improvements even in the event that said improvements are re-sold to a third party. This Agreement cannot be assigned without the consent of the LPA.

PURCHASER(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWITNESSED BY:

\_\_\_\_\_  
LPA CLEARANCE AGENT

APPENDIX J

Parcel \_\_\_\_\_ Project \_\_\_\_\_  
County \_\_\_\_\_

Disclosure of Information on Asbestos Containing Materials

Asbestos is commonly found in materials such as flooring, roofing, mastic (adhesives), drywall and joint compound, fireproofing, and acoustical and decorative plaster. Intact, undisturbed ACMs (asbestos containing materials) generally do not pose a health risk. They may become hazardous when damaged, disturbed, or deteriorated over time, and may release fibers into the air. Asbestos fibers can cause serious health problems. If inhaled, they can cause diseases that disrupt the normal functioning of the lungs. Asbestosis (a fibrous scarring of the lungs), lung cancer, and mesothelioma have been linked to asbestos exposure. These diseases do not develop immediately, and it may be twenty years or more before symptoms appear. The Federal Clean Air Act required the U. S. Environmental Protection Agency (EPA) to develop and enforce regulations to protect the general public from exposure to airborne contaminants that are known to be hazardous to human health. In accordance with Section 112 of the Clean Air Act, the EPA established the National Emissions Standards for Hazardous Air Pollutants (NESHAPS) 40 CRF 61 to protect the public. The Mississippi Department of Environmental Quality (MDEQ) has the task of enforcing these policies in Mississippi. The LPA, in acquiring properties for rights of way, falls under these regulations, therefore, the LPA is required to inspect for ACMs, every building to be removed from the right of way.

Seller's Disclosure

(a) Presence of asbestos containing materials (ACMs) (check (i) or (ii) below):

(i) \_\_\_ Known asbestos containing materials are present in the building(s) as follows:

(ii) \_\_\_ Building inspected for asbestos containing materials; none identified.

(b) Limitations on removal of building(s):

(i) \_\_\_ Building must be moved intact, taking care not to disturb the following materials:

(ii) \_\_\_ Building(s) may be moved intact, cut and moved in sections, or demolished for salvage.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

APPENDIX K

Owner \_\_\_\_\_

Parcel \_\_\_\_\_

Project \_\_\_\_\_

County \_\_\_\_\_

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Owner\_\_\_\_\_

Parcel\_\_\_\_\_

Project\_\_\_\_\_

County\_\_\_\_\_

(e)\_\_\_\_\_Purchaser has (checked (i) or (ii) below):

(i)\_\_\_\_\_received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)\_\_\_\_\_waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

APPENDIX L

YOUR COMPANY LETTERHEAD

(Date)

(Purchaser's Name & Address)

CERTIFIED MAIL

RE: Removal of Improvements  
(Project Number)  
(Parcel Number)  
(County)

Dear (Purchaser):

On (purchase date), you purchased from the {LPA's name} a (improvement) formerly owned by (previous owner). I recently made an inspection of the above project and found that the improvement(s) is/are still located on the premises.

As you know, one of the terms of the sale was that the purchaser would remove the improvement(s) by (removal deadline). It is imperative that you initiate steps to complete the removal of this improvement from the right of way. If this site is not cleared by (new removal deadline), title will automatically transfer back to {LPA's name} pursuant to the terms of the contract. The performance deposit of (\$) is hereby forfeited. Your immediate attention concerning this matter is appreciated.

Very truly yours,

## **ORDER AND ARRANGEMENT OF DOCUMENTS IN FILES**

**Documentation contained within the LPA ROW files are to be arranged in order as set forth in APPENDIX M**

**APPENDIX M**  
**ORDER OF FILE DOCUMENTS**  
[TOP TO BOTTOM]

TITLE REPORT

ACQUISITION DOCUMENT:

RECORDED WARRANTY DEED, PERMANENT EASEMENT, TEMPORARY EASEMENT, X-DEED  
(IF PROPERTY OWNER REJECTED OFFER TO PURCHASE UNECONOMIC REMNANT WRITE IN  
BOLD LETTERS ACROSS X-DEED "OFFER REJECTED")

CANCELED CHECK/WARRANT

DONATION DOCUMENTATION IF APPLICABLE PER REQUIREMENTS OF 49CFR Part 24

APPRAISAL/WAIVER VALUATION (IF APPLICABLE)/PROPERTY OWNER RELEASE OF OBLIGATION TO  
PREPARE APPRAISAL

REVIEW APPRAISAL

LPA OFFICIAL'S ESTABLISHMENT OF JUST COMPENSATION

FAIR MARKET VALUE OFFER (AS PRESENTED TO THE PROPERTY OWNER)

ADMINISTRATIVE ADJUSTMENT DOCUMENTATION IF APPLICABLE

RELOCATION ACCOMPLISHED LETTER

RELOCATION OFFER(S) LETTER

DOCUMENTATION OF COMPUTATIONS

RELOCATION REVIEW AND ACCEPTANCE OF OFFERS STATEMENT/SIGNATURE

SUPPORTING RELOCATION DOCUMENTATION

REPLACEMENT DWELLING INSPECTION REPORT (RESIDENTIAL ONLY)

## EXHIBIT 3

### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, for all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT. The CONSULTANT shall prepare an estimate for the specific work identified for the contemplated improvement, and the LPA shall review and may approve this amount on a PROJECT basis using typical rates, and when acceptable issue the Notice to Proceed to the CONSULTANT.

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. 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. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

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 as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain attorney pre-trial and trial testimony).

Unit-costs as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit. The Unit Cost rates shall be established in the Rate Table of Exhibit 3 submitted by the CONSULTANT below.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

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

RIGHT OF WAY TECHNOLOGY, INC.  
MARK DYE  
JERRY HAWKINS

PROJECT MANAGEMENT  
ACQUISITION  
RELOCATION ASSISTANCE  
PROPERTY MGT INVENTORY

MICRO METHODS

INITIAL ASBESTOS ASSESSMENT

PRINGLE & ROEMER

TITLE AND CLOSING

GLOBAL VALUATION SERVICES

APPRAISAL

JEB STEWART

REVIEW APPRAISAL

BRUCE FOGG

RELOCATION REVIEW

BARRY ZIRULNIK

EMINENT DOMAIN ATTORNEY

CONSULTANT            RIGHT OF WAY TECHNOLOGY, INC.  
593 RISHER ROAD  
CARTHAGE, MS 39051  
PH (601) 650-0800

**PROGRESS SCHEDULE**

All parcels will be acquired or condemned by \_\_\_\_\_ and all relocatees will be moved by \_\_\_\_\_.

Appraisal Reports for all Parcels must be completed by \_\_\_\_\_.

All Appraisal Review Reports must be completed by \_\_\_\_\_.

Property Management Inventory shall be completed for all parcels within \_\_\_\_\_ days of the Notice to Proceed.

Asbestos Abatement and Demolition shall be completed within \_\_\_\_\_ days of the completion of relocation of all displaced persons and/or business relocation from the parcel.

**MAXIMUM ALLOWABLE COST**

The CONSULTANT shall not exceed the "Cost Per Parcel" Rate established for this Work Assignment identified below.

Function		Estimated number of Parcels	Cost per Parcel	Total Cost
Appraisal				
Phase I	Improved Residential	23	\$2,000	\$46,000
	Vacant Residential*	0	\$1,500	\$0
	Vacant Commercial*	2	\$3,000	\$6,000
	Complex	5	\$5,000	\$25,000
Phase II	Eminent Domain			
	Court Updates Residential	1	\$1,000	\$1,000
	Court Updates Commercial	1	\$1,500	\$1,500
	Court Updates Complex	1	\$2,500	\$2,500
	Trial & Pretrial Testimony	50 hrs	\$95/hr	\$4,750
Revisions	Desk*	1	\$350	\$350
	Field*	1	\$500	\$500

Review Appraisal

First Review*	30	\$900	\$27,000
Revisions*	1	\$250	\$250

\*Use of Value Determinations is considered in the number of parcels being appraised and reviewed. Therefore, fees for additional appraisals may be required at the specified cost per parcel.

Acquisition and Project Management

With Improvements	28	\$3,500	\$98,000
No Improvements	24	\$3,500	\$84,000
Mortgage Company Release Fees – Actual Cost as an Administrative Adjustment			

Relocation Assistance \*\*

Residential	17	\$5,000	\$85,000
Businesses/Non Profit	14	\$5,000	\$70,000
Misc./Personal	2	\$1,800	\$3,600

\*\*subject to contract provisions for moving cost estimates. LPA is invoiced for half the fee when the offer is presented, and the remaining half fee when the file is accepted for closure.

Relocation Review \*\*

Residential/Business	31	\$1,200	\$37,200
Misc. Personal Property	2	\$600	\$1,200

\*\*LPA is invoiced for half the fee when the offer is reviewed, and the remaining half fee when the file is accepted for closure.

Property Management

Initial Asbestos Inspection	20	\$250	\$5,000
Property Management Inventory	20	\$250	\$5,000

Title and Closing			
First Title Certificate and Deeds	52	\$450	\$23,400
Update Title Certificate and Deeds	5	\$150	\$750
Final Title Certificate	52	\$100	\$5,200
Closing/Disbursement/Recording	52	\$250	\$13,000
Title and Curative Attorney	50 hrs	\$175/hr	\$8,750
Completion of Appraisal for Court			
Trial & Pretrial testimony ***	50 hrs	\$95/hr	\$4,750
Eminent Domain Attorney***	150 hrs	\$110/hr	\$16,500

\*\*\*The CONSULTANT may be due additional funds if the estimated amount of hours are exceeded. The CONSULTANT may also be due additional funding for associated court costs, witness fees, deposition fees and travel expenses.

\*\*\*\*The Contract Term in Article III is to assume a Notice to Proceed is provided in August of 2014.

**Maximum Project Costs = \$576,200**

**[Use for Labor Hour/Unit Cost Projects]**

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$576,200** (Total of all Charges) without the prior written consent of both parties.

The LPA may *retain 25% of the CONSULTANT'S contract 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 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: Consultant Services Administrator

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

	Summary of Billings		
	CURRENT Invoice	PREVIOUS Invoice	TOTAL ALLOWED TO DATE
UNIT COSTS			
Appraisal	\$	\$	\$
Review Appraisal	\$	\$	\$
Acquisition	\$	\$	\$
Relocation	\$	\$	\$
Property Management	\$	\$	\$
Eminent Domain Services			
Appraisals for Court	\$	\$	\$
Pre-Trial Preparation	\$	\$	\$
Trial Testimony	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

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.

**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\_\_\_\_, AS RELATES TO

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.

## 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, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled “American National Standard for High-Visibility Safety Apparel and Headwear” – for compliance with 23 CFR, Part 634.

## 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 to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
  
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$25,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 15<sup>th</sup> day of April, 2014.

{Consultant Firm}

ATTEST: Vicior Aleman

My Commission Expires:

[Signature]  
Patsy Ballenger  
Notary



CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***CITY OF GAUTIER, MISSISSIPPI***

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***Samantha D. Abell, City Manager***

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation LPA [MTC], Department of Employment Security, State Tax LPA, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

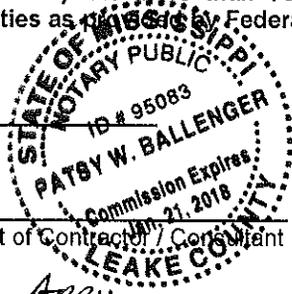
The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

154330  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]  
Authorized Officer or Agent

4-15-14  
Date



MARK DYE  
Printed Name of Authorized Officer or Agent

PRESIDENT  
Title of Authorized Officer or Agent of Contractor/Consultant

SWORN TO AND SUBSCRIBED before me on this the 15th day of APRIL, 2014.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: Jan 21, 2018

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

# Mark Dye, SR/WA, R/W-RAC

## Acquisition and Relocation Agent

### Education:

- \* Bachelor of Science,  
Industrial Engineering  
Mississippi State University

*Professional Resume*  
2/28/14

593 Risher Road  
Carthage, MS 39051  
toll free (877) 439-2507  
mobile (601) 650-0800  
email [mr dye@me.com](mailto:mr dye@me.com)

### Professional History

I graduated from Clinton High School in Clinton, Mississippi. During summer months school I was a carpenter's helper for my grandfather, a residential carpenter. I attended Hinds Community College and was a part-time Sales Associate at McRae's Department Store. I graduated from Mississippi State University in 1988 with a Bachelor of Science Degree in Industrial Engineering. While at MSU I participated in the cooperative education program. My work study was conducted at G & O Mfg. and Milwaukee Electric Tools, both in Jackson, MS.

#### Industrial Engineering Experience

Upon receiving a BSIE degree my career was focused on furniture related industries for 10 years. I concluded my industrial engineering career in 1998 at La-Z-Boy in Newton, Mississippi as Engineering Manager. My responsibilities included product quality, time study, and computerized shop floor tracking. I was also responsible for environmental compliance reporting, leading employee training programs, cost justification of projects, and management of special projects.

#### Acquisition and Relocation Experience

In 1998 I began working with my father, Travis Dye, as an acquisition and relocation agent. Travis Dye had 40 years of experience in this field. Under his guidance, I applied my experience in construction, industrial engineering, and retail sales in the right of way profession. I have also furthered my education with the International Right of Way Assn. by obtaining Senior Member and Relocation Assistance Certification designations. This experience allows me to be familiar with the significance and value of

real and personal property, the construction of residential and commercial buildings, and how personal property can be moved and reinstalled. My experience also aids in recommending solutions to acquisition and relocation problems involved in public projects. Using these skills has resulted in amicable acquisitions, and efficient relocations, which expedites public projects to the construction phase.

Since 1998 I have completed over 500 acquisitions and 200 relocations under the "Uniform Act" on the following projects:

- \* I-20 Interchange at Clinton-Raymond Road in Clinton, MS
- \* Jackson Metro Parkway in Jackson, MS
- \* Nissan Project in Madison County, MS
- \* Popp's Ferry Road in Biloxi, MS
- \* Dutch Bayou Road in Moss Point, MS
- \* US HWY 19 in Neshoba County, MS
- \* Natural Gas District in Sebastopol, MS
- \* US HWY 82 in Leland, MS
- \* Shortcut Road in Pascagoula, MS
- \* Pass Road Intersections in Biloxi, MS
- \* Historic Pathway in Pascagoula, MS
- \* Toyota Auto Body in Tupelo, MS
- \* Division St. Intersect. Improv. in Biloxi, MS
- \* Fortification St. Improv. in Jackson, MS
- \* US HWY 9 in Pontotoc, MS
- \* US HWY 72 in Marshall County, MS

#### International Right of Way Association

Member of IRWA Chapter 40.  
SR/WA, R/W-RAC