

## **Right of Way Real Estate Services**

### **Scopes of Work**

#### **For LPA Projects**

Prepared by MDOT Right of Way Division

For use by a Local Public Agency in Mississippi

March 2015

### **INTRODUCTION**

The need to use real estate consultants to accomplish the scope of real estate services for an LPA project will depend on the appraisal, appraisal review, acquisition, relocation, or property management requirements of the project and the capacity of the LPA to acquire the needed right of way in accordance with federal, state and local laws, rules and regulations, using its employee workforce. In most cases the LPA will not employ all the qualified personnel to accomplish all the needed real estate services required by a project. Therefore, the MDOT Right of Way Division recommends using qualified professional real estate services providers on LPA projects that require the acquisition of real property.

The Real Estate Scope of Services presented on the following pages is inclusive of the right of way real estate services that may be needed on a project. Depending on the project and the resource capacity of the LPA, some of the scope of services may be omitted. For example, if the acquisition of right of way on a project does not result in the displacement of persons, then, the relocation scope of work may be omitted from real estate scope of services. Also, please note that even though the appraisal and appraisal review scopes of work are included in the following pages, the appraisal review services must not be included in the same contract or provided by the same service provider as the appraisal services.

Prior to beginning the selection of a consultant for real estate services, the LPA must submit the real estate services scope of work to the MDOT Right of Way District Coordinator for review and approval, prior to incorporating in to the Real Estate Service Contract. The LPA may not proceed with the selection of a Right of Way Real Estate Services provider until the LPA has received written approval of the Real Estate Service Contract from the Right of Way Assistant Division Administrator.

## Right of Way Real Estate Services for LPA Project

### SCOPE OF WORK

#### General

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

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

The services performed under this contract shall be performed by the CONSULTANT on behalf of the LPA in accordance with the terms and conditions of the Contract. The specific scope of work and services requested under this contract will depend on the specific requirements of the project. The CONSULTANT shall only perform the scope of work identified in the following pages for the Project with prior authorization and notice to proceed from the LPA. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, Federal Regulations 49 CFR 24. The services performed shall also be in accordance with the Project Progress Schedule attached to this Scope of Work. (See *Exhibit A*).

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

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

## APPRAISAL SCOPE OF WORK

### General

After written authorization has been received by the LPA from the MDOT LPA District Coordinator, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser should be a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act ;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

### Definitions

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

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

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

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

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

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

## **Appraisal Meeting**

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

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

## **Project Sales Brochure**

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

## **Appraisal Development and Reporting**

Once the MDOT LPA District Coordinator has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

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

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the LPA files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

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

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (*See appendix A, §24.103(a) (1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (*See appendix A, §24.103(a) (1).*)
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

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

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

A "Specialty Report" is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

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

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

The LPA will review any and all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA will transmit all revised appraisal report(s) to the project Review Appraiser.

If the revised appraisal report resulted in any changes or additions to the Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

### **Preparation of Appraisals for Court Testimony**

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

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract), the services may be considered as "Additional Services" for all purposes and the fees for "Additional Services" shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such "Additional Services".

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

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

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

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

## APPRAISAL REVIEW SCOPE OF WORK

### General

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

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. The Review Appraiser should be a State Certified General Real Estate Appraiser with at least six (6) years' of experience in appraisal for the purpose of acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
4. All appraisal review reports shall be completed in a format materially equivalent to the MDOT Appraisal Review Report Forms;
5. If the MDOT Appraisal Review Reports are used, all references to MDOT must be edited to replace MDOT with the LPA name; and
6. The Establishment of the Amount Believed to be Just Compensation or also referred to as the Establishment of Just Compensation (EJC) Form shall be completed on the approved MDOT form, edited to replace the references to MDOT with the LPA name.

### Appraisal Review Scope of Work

The Review Appraiser shall meet with the LPA and the real estate CONSULTANT at the beginning of the project acquisition phase to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by the LPA.

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

1. A qualified Review Appraiser (*see* §24.103(d) (1) and appendix A, §24,104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a) (3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions;
2. The Review Appraiser shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted); and

3. If the Review Appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the review, present and analyze market information in conformance with §24.103 to support recommended value. (See appendix A, §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the Review Appraiser's report. The Review Appraiser shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

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

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

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

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise the LPA, the CONSULTANT, when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes. In addition, the Review Appraiser shall make a supported, written recommendation to the LPA when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with the LPA, the CONSULTANT, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

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

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

The LPA shall approve payment of appraisal reports for each parcel appraised on the project upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser. The LPA shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the LPA of the recommended appraisal report or Review Appraiser(s)' determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment of Just Compensation from the Review Appraiser.

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

The LPA shall furnish to the Review Appraiser the following:

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

The Review Appraiser shall furnish to the LPA the following:

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

The LPA will furnish to the CONSULTANT the following:

1. One (1) copy recommended Appraisal Report;
2. One (1) copy Appraisal Review Report;
3. One (1) copy of the LPA approved Establishment of Just Compensation (EJC) Offer; and
4. Copy of the Review Appraisal Status Report on a regular basis.

## ACQUISITION SCOPE OF WORK

### General

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

### Prior to the Initiation of Negotiations

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

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

### Waiver Valuation

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

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

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

## **Establishment and Offer of Just Compensation**

The LPA shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation. *(See Exhibit H, Establishment of Just Compensation Offer).*

## **Begin Acquisition**

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

## **Administrative Settlement**

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(i) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

## **Acquisition by Deed**

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

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

5. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;
6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. *(See Exhibit I).*

### **Acquisition by Donation**

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

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

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

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

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

### **Acquisition by Condemnation**

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

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

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

### **Payment and Closings**

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

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

### **Acquisition Status Reports and Record Keeping**

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

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

### **Payment of Services**

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

## RELOCATION ASSISTANCE SCOPE OF WORK

### General

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

### Qualifications Requirements for CONSULTANT Relocation Assistance Agents

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

Education:

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

**AND**

Experience:

Seven (7) years' experience related to relocation assistance.

Completion of the Relocation Assistance Certification Program courses associated with the International Right of Way Association (IRWA) and the National Highway Institute (NHI) may be substituted for two (2) of the seven (7) years' experience required.

### Project Requirements

The CONSULTANT shall assign to each project under contract with the LPA having from one (1) to twenty (20) relocation files, a minimum of one (1) Relocation Assistance Agent having either a SR/WA designation or a Relocation Assistance Certification (R/W-RAC) from the International Right of Way Association (IRWA) or other governing body as determined by the LPA.

For any relocation project having between twenty (20) to forty (40) relocation files, the CONSULTANT shall provide a minimum of two (2) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project having between forty (40) and (60) relocation files, the CONSULTANT shall provide a minimum of three (3) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project that exceeds (60) relocation files, an additional Relocation Assistance Agent shall be assigned to each additional twenty (20) relocation files. The additional Relocation Assistance Agents shall be certified as specified above.

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

### Relocation Assistance Scope of Work Functions

Prior to initiation of acquisition procedures, the CONSULTANT shall conduct a survey of the entire project. Within five (5) days of completion of the Relocation Assistance survey, a summary report of the

results shall be submitted to the LPA. The summary report content shall include, at a minimum, a list of all potential displaced persons, identified by file number, type of displacement anticipated, and a summary of any special or unusual problems foreseen.

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

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

The CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Any and all fees for cost estimates must be approved by the LPA Project Director prior to being requested by the CONSULTANT. The CONSULTANT shall pay for the estimate and shall be reimbursed by the LPA. For personal property moves of Two Thousand Dollars (\$2,000.00) or more, estimates from two (2) commercial movers are mandatory. When offering Cost New Replacement Housing, estimates from two (2) qualified builders who are licensed and bonded are required.

The CONSULTANT shall maintain adequate records of Relocation Assistance contacts for each file. The CONSULTANT Agent(s) assigned to a project shall contact displacees at least every two (2) weeks until the file is closed or placed in Eminent Domain proceedings. All records shall be kept in a format prescribed by the LPA. These records shall include a detailed narrative account of what transpired, what was said, advisory services provided, and agent signature.

These records shall include, at a minimum:

1. Date and place of contact;
2. Names of persons contacted and summary of discussion concerning the situation, problem(s), question(s) asked and answer(s) given;
3. Determination of replacement housing payments, supplemental rent payments, moving expenses, incidental expenses, in-lieu payments, and re-establishment expenses;
4. Offer letters, discussion of explanation of offer and summary of discussion between displacee and CONSULTANT;
5. Date the displacement parcel was acquired;
6. Amount of compensation paid for the parcel, together with any explanation of any administrative settlement;
7. Summary of advisory information provided to displacee;
8. Pictures of the replacement and displacement dwellings, and the removal and reinstallation of personal property;
9. Date offer was recommended for eminent domain proceedings and copy of required notices sent;
10. Date the property was vacated and certification to the removal of all personal property;
11. Explanation as to displacee qualification or non-qualification for any Relocation Assistance payment(s); and
12. A complete copy of the relocation file is to be placed with the condemnation file.

The CONSULTANT shall furnish an up-to-date status report in the time frame prescribed by the LPA in a format prescribed by the LPA (*See Exhibit L, Weekly Relocation Assistance Status Report*). Reports are due to LPA for the duration of this Contract.

The CONSULTANT assigned to a project shall remain available to all parties until all of the displacees have been relocated and all documentation and claims submitted and final payment made, or until services of the CONSULTANT are otherwise terminated or concluded under this Contract.

The CONSULTANT shall be responsible for notifying the LPA, in writing, within three (3) days of when improvements have been vacated.

### **Relocation Assistance Procedures**

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

1. The initial contact documentation and pertinent completed forms must be available for review by the LPA, the MDOT ROW Coordinator, and FHWA official(s) or designee(s) at all times until the file is complete and closed. Upon closing, the file shall be sent to the LPA for their records.
2. The certificate of legal residency must be obtained from every displacee.
3. The LPA must approve any administrative settlements for CONSULTANT files. The CONSULTANT shall be required to submit a written justification explaining the amount of and where the administrative settlement was placed. Administrative settlements made must be properly recorded to avoid any duplication of payments.
4. The LPA must advise the CONSULTANT of any file(s) that are condemned to ensure payment(s) are not processed for Relocation Assistance entitlement(s) on condemned file(s) unless pre-approved.
5. The CONSULTANT must attend closings with displacees when replacement property is purchased, tendering the relocation check from the LPA to the closing attorney, and obtaining copies of documentation as listed in Item 6 below. All closing documentation shall be placed in the displacee's file.
6. Prior to the release of a replacement housing payment check, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
  - a. Copy of the executed HUD closing statement signed by the seller, the buyer and the attorney;
  - b. Copy of the executed Warranty Deed;
  - c. Copies of all checks issued from the attorney's escrow account that are pertinent to the purchase price of the replacement dwelling;
  - d. Copy of the executed mortgage note;
  - e. Copy of the Deed of Trust;

- f. Truth-in-Lending Statement;
  - g. Title opinion and owner's title insurance; and
  - h. Written documentation of closing by CONSULTANT.
7. The CONSULTANT shall obtain a copy of the recorded Warranty deed and if there is a mortgage at the replacement dwelling, a copy of the recorded Deed of Trust prior to closing the file.
  8. Replacement properties that are acquired through less than arms-length transactions (relatives, close associates, etc.) must include an appraisal and appraisal review.
  9. When a dwelling is vacated, the CONSULTANT shall ensure photographs are taken of the dwelling, internal and external. The CONSULTANT shall provide written documentation of the inspection, along with the key to the dwelling, to the LPA.
  10. The CONSULTANT shall, immediately upon recommending a file for condemnation, send the displacee a 90-Day Quick-Take Notice by Certified Mail, return receipt requested, along with an appropriate Eminent Domain Letter. Additionally, the CONSULTANT shall mail by Certified Mail, return receipt requested, the 30-Day Quick-Take Notice after sixty (60) days have passed from the date of delivery of the 90-Day Quick-Take Notice and the required funds are deposited with the Circuit Clerk of the Special Court of Eminent Domain. The CONSULTANT, upon receipt of the Right of Entry and Immediate Possession, and after the expiration of the 30-Day Quick-Take Notice, shall send, at the LPA's discretion and with prior approval, to the displacee a 45-Day Encroachment Letter or process for eviction.
  11. The CONSULTANT must provide confirmation of sending all 30-Day Quick-Take Notice(s), 90-Day Quick-Take Notice(s), and 30-Day Notice(s), along with the appropriate eminent domain letters as soon as each is sent and delivery confirmation is received.
  12. The CONSULTANT shall provide to the LPA non-residential reestablishment expense(s) supporting documentation in accordance with the following:
    - a. A business may qualify as a business with the submission of documentation deemed acceptable by the LPA. Appropriate documentation shall include, but is not limited to, the business Tax ID number, privilege license, business permit, and federal income tax return(s); and
    - b. The use of the non-residential reestablishment expense payment for the purpose of purchasing capital assets is prohibited, unless otherwise stated by LPA. In each instance where a non-residential reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement site and/or improvement, the proposed purchase must be fully documented and pre-approved by the LPA.
  13. An increased interest payment (mortgage interest buy-down) is based upon the mortgage in effect upon the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A mortgage obtained at an interest rate higher than the prevailing interest rate for the area shall not qualify for an increased interest

payment. The CONSULTANT shall contact the LPA if any question arises as to the displacee's qualification for this payment.

14. The CONSULTANT will furnish all information necessary to determine the number of businesses on a parcel and the number of CONSULTANT fees for businesses that may be charged to a parcel for determination and approval by the LPA.
15. The CONSULTANT shall submit to the LPA a written statement of relocation assistance completion and that the file is closed.
16. The CONSULTANT is allowed to approve one (1) 30-day extension to vacate the displacement property and remove all personal property. All other extensions must be approved by the LPA Project Director.
17. The CONSULTANT shall deliver all original documentation to the LPA for their records.

### **Payment of Services**

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

### **Relocation Assistance Review**

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

The CONSULTANT Relocation Review agent(s) shall be independent of the Relocation Assistance agent(s) and shall provide a report to the CONSULTANT upon conclusion of review of each relocation file.

Relocation assistance review shall include the following:

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

7. Review and approve all claims for rent supplement payment and moving expenses for residential tenants;
8. Review and approve all claims for business reestablishment, search expense, fixed payment, and moving expense for business owners and business tenants; and
9. Review and approve closure of all relocation files.

## PROPERTY MANAGEMENT SCOPE OF WORK

### General

Depending on LPA needs and/or their capacity to perform the functions listed below, the CONSULTANT may be required to perform any or all of the following functions as outlined in the scope of work. The LPA may utilize the MDOT ROW Operations Manual as a guide in performing these functions. The general scope of work for each function is outlined in the following sections.

The general scope of work for Property Management includes the following functions:

1. Property Management Inventory;
2. Asbestos Inspections;
3. Asbestos Abatement and Demolition;
4. Environmental; and
5. Water Well Decommissioning.

### Property Management Inventory

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

1. Conduct a rodent inspection (Rodent Report) of the entire project and submit a memorandum to the LPA; *(See Exhibit M)*.
2. Identify and inventory all improvements located within the proposed right-of-way by parcel number, station number and offset; and
3. Complete a salvage value appraisal for each improvement using form *(See Exhibit N)*. Salvage values for improvements shall be established following the LPA ROM Real Property Management. Salvage values must be reviewed and approved by the LPA. The completed form *(See Exhibit N)* shall be submitted to the LPA.

### Asbestos Inspection

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

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

### Asbestos Abatement and Demolition

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

1. Provide the LPA Project Director a written request for estimates of abatement and demolition costs for each improvement. A copy of the asbestos inspection results for each improvement is to accompany the request;

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

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

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

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

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

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

## **Environmental**

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

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

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

## **Water Wells**

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

## **Payment of Services**

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

## Schedule of Exhibits

- A. Project Progress Schedule
- B. Real Estate Services Fee Schedule
- C. Review Appraisal Fee Schedule
- D. Estimated Direct Costs
- E. Review Appraisal Weekly Status Report for LPA Project
- F. Waiver Valuation Form
- G. Fair Market Value Offer
- H. Establishment of Just Compensation Offer
- I. Right of Way Agent's Closing Statement
- J. Acquisition Consultant Checklist
- K. Weekly Acquisition Status Report
- L. Weekly Relocation Assistance Status Report
- M. Rodent Report
- N. Salvage Appraisal Form
- O. Property Owner MDEQ Form Notification
- P. Mississippi Demolition/Renovation Notification Form
- Q. Sales Contract
- R. Special Provisions Covering Negotiated Sale and Removal of Buildings and Other Improvements From the Right of Way
- S. Lead Disclosure Statement
- T. Asbestos Disclosure Statement
- U. Water Well Decommissioning

Exhibit A

**PROJECT PROGRESS SCHEDULE**

CONSULTANT NAME: \_\_\_\_\_

Work Assignment #: \_\_\_\_\_

TERMINI: \_\_\_\_\_

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

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

Task	NTP	Months	From	NTP			
		1	2	3	4	5	6

Task	NTP	Months	From	NTP			
		7	8	9	10	11	12

Task	NTP	Months	From	NTP			
		13	14	15	16	17	18

Task	NTP	Months	From	NTP			
		19	20	21	22	23	24

**Exhibit B**  
**Real Estate Services Fee Schedule**  
**LPA Project \_\_\_\_\_**  
**Name of LPA**

**MAXIMUM ALLOWABLE COST**

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

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

**PROPERTY MANAGEMENT PHASE**

---

**Property Management Inventory**

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

**Asbestos Abatement and Demolition**

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

**Environmental**

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

**Water Wells**

Decommission of Water Wells	XX	\$	\$
-----------------------------	----	----	----

**TOTAL DIRECT COSTS (for Labor Hours)\*** \$

**TOTAL MAXIMUM ALLOWABLE COSTS** \$

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

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

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

Exhibit C

**Review Appraisal Fee Schedule**

LPA Project \_\_\_\_\_

Name of LPA \_\_\_\_\_

**MAXIMUM ALLOWABLE COST**

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

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

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

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

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

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

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

Exhibit D

**ESTIMATED DIRECT COSTS**

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

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

Exhibit E

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

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

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

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

Comments:

\_\_\_\_\_

**Exhibit F**

**Waiver Valuation**

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

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

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

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

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

**I certify to the best of my knowledge and belief:**

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

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

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

**Preparer of Valuation**

(Signature) \_\_\_\_\_ Date: \_\_\_\_\_  
(Print name and title) \_\_\_\_\_

**Special Notice to Acquisition Agents:**

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

**Project:** \_\_\_\_\_ **Parcel:** \_\_\_\_\_

**Basis of Valuation**

Date of Inspection:

Size and Description of Total Ownership BEFORE and AFTER

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

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

Sales Data Utilized for Valuation Process

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

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

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

Exhibit G

**FAIR MARKET VALUE OFFER**

LPA \_\_\_\_\_

<b>Name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Project:</b>
	<b>County:</b>
	<b>ROW Parcel(s):</b>

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

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

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

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

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

The real property improvements being acquired are:

\_\_\_\_\_

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

\_\_\_\_\_

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

<b>Land Value:</b>	<b>\$</b>
<b>Improvements:</b>	<b>\$</b>
<b>Damages:</b>	<b>\$</b>
<b>TOTAL FAIR MARKET VALUE OFFER</b>	<b>\$</b>

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

\_\_\_\_\_

\_\_\_\_\_

(Consultant or LPA)

Exhibit H

**Establishment of Just Compensation Offer**

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

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

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

**Owner:**

**Parcel #:**

**Project #:**

**County:**

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

Signed: \_\_\_\_\_

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

**NOTICE TO ACQUISITION AGENT(S)**

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

Exhibit I

**RIGHT OF WAY AGENT'S CLOSING STATEMENT**

LPA \_\_\_\_\_

<b>DATE:</b>	<b>PROJECT:</b>
<b>COUNTY:</b>	<b>PARCEL(S):</b>
<b>OWNER:</b>	<b>ADDRESS:</b>

1. All considerations agreed on by the above named Owner(s) and the Right of Way Agent signing this statement are embodied in the instrument of conveyance, there being no oral agreements or representations of any kind.
  
2. The considerations embodied in the instrument of conveyance on the abovementioned project and parcel number were reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name appears on this instrument.
  
3. The undersigned Right of Way Agent understands that the parcel(s) covered by the above mentioned project and parcel number(s) are being secured for use in connection with a Federally-Assisted Project.
  
4. The undersigned Right of Way Agent has no direct or indirect, present or contemplated future personal interest in the abovementioned parcel(s) nor will in any way benefit from the acquisition of such property.

Signature: \_\_\_\_\_

Right of Way Agent/Consultant

Exhibit J

**ACQUISITION CONSULTANT CHECKLIST**

<b>DATE:</b>	<b>PROJECT:</b>
<b>AGENT:</b>	<b>PARCEL(S):</b>
<b>COUNTY:</b>	<b>LPA:</b>
<b>OWNER:</b>	<b>ACQUIRED: _____ CONDEMNATION: _____</b>

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

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

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

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

Exhibit K

**WEEKLY ACQUISITION STATUS REPORT**

LPA \_\_\_\_\_

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

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

Comments:

Exhibit L

**WEEKLY RELOCATION ASSISTANCE STATUS REPORT**

LPA \_\_\_\_\_

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

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

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

Exhibit M

**RODENT REPORT**

YOUR COMPANY LETTERHEAD

**MEMORANDUM:**

(Date)

To: (LPA)

Project:  
(Project Number)

From: (Consultant)

Termini:

Subject: Rodent Report

County:

Exhibit N

**SALVAGE APPRAISAL**

(Name of LPA)

Date \_\_\_\_\_

Project (new)  
(old) \_\_\_\_\_

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.

\_\_\_\_ Based on cost of labor & materials, a total salvage value of \$ \_\_\_\_\_ is placed on the improvements.

Signed \_\_\_\_\_

CONSULTANT

Exhibit O

**PROPERTY OWNER MDEQ FORM NOTIFICATION**

PURCHASER/LPA:

RE: MDEQ Notification requirements

Enclosed please find a partially completed "State of Mississippi Demolition/Renovation Notification Form" and a copy of an asbestos inspection report. Please complete the sections highlighted in yellow on the form, sign and date the form, and mail it to the Mississippi Department of Environmental Quality (MDEQ) in the enclosed envelope. Either you or your contractor/house mover may sign the form. This form must be received by the MDEQ at least 10 working days prior to the removal of the house. We recommend mailing the form at least 14 days prior to the project start date in Section VIII to ensure the form has been received within the 10 days required. Please have the asbestos inspection report on the property and available during the move.

If you should have any questions or need additional information, please call \_\_\_\_\_ (agent) at \_\_\_\_\_.

Sincerely,

LPA  
(PROJECT DIRECTOR)

Enclosure

**Exhibit P**

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

*Please type or print legibly.*

Incomplete notices will not meet notification requirements.

Revised: 3/08

**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 CONTRACTOR:** Name: \_\_\_\_\_  
Certification No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Full Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

**VI. CONTRACTOR (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):**  
Removal Project Start: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Project Stop: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Prep. Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**IX. BUILDING INFORMATION:** Bldg. Size (SQ FT): \_\_\_\_\_ Bldg. Size (SQ FT): \_\_\_\_\_  
No. 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: \_\_\_\_\_

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

STATE OF MISSISSIPPI DEMOLITION/RENOVATION FORM – CONTINUED

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):
\_\_\_ Strip & Removal \_\_\_ Double Bagging \_\_\_ Mechanical Chipping \_\_\_ Component Removal
\_\_\_ Wrecking Ball \_\_\_ Gross Demolition \_\_\_ Remove Intact \_\_\_ Bulldozer
\_\_\_ Containment \_\_\_ Glove Bag \_\_\_ Explode \_\_\_ Negative Air
\_\_\_ Wet Method \_\_\_ Roofing Saw \_\_\_ 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 CRUMBLED, PULVERIZED, OR REDUCED TO A POWDER OR SMALL PIECES:
\_\_\_\_\_
\_\_\_\_\_
\*Will MDEQ be notified of any significant changes? ( ) yes ( ) no

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

XX. EMERGENCY DEMOLITION/RENOVATIONS: Date of Emergency: \_\_\_\_/\_\_\_\_/\_\_\_\_, Time: \_\_\_\_\_:
Description of the sudden, unexpected event: \_\_\_\_\_
Explanation of how the event caused unsafe conditions or would cause equipment damage or unreasonable financial burden: \_\_\_\_\_

XXI. When asbestos-containing material is present, an individual trained in the provisions of the regulation (40 CFR 61 Subpart M) will be on site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours.

I certify that all of the above information is correct.

\_\_\_\_\_  
Type or Print Name and Title Signature Date

MAIL TO: Office of Pollution Control
PO Box 2261
Jackson, MS 39225
(601) 961-5171

Physical address: Office of Pollution Control
515 Amite Street
Jackson, MS 39201

Exhibit Q

**SALES CONTRACT**

DATE

NAME

ADDRESS

CITY, STATE ZIP CODE

Re: FED Project No.: \_\_\_\_\_  
FMS Project No.: \_\_\_\_\_  
Parcel No.: \_\_\_\_\_  
County: \_\_\_\_\_  
Previous Owner: \_\_\_\_\_

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

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

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

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

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

LPA  
PROJECT DIRECTOR  
LPA ADDRESS

Sincerely,

PROJECT DIRECTOR SIGNATURE

XX/xx

Enclosures

Exhibit R

**SPECIAL PROVISIONS COVERING NEGOTIATED SALE AND REMOVAL OF BUILDINGS AND OTHER IMPROVEMENTS FROM THE RIGHT OF WAY**

PROJECT NUMBER

\_\_\_\_\_  
PARCEL  
\_\_\_\_\_

Improvements formerly owned by:

\_\_\_\_\_

Description of Improvements:

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees to pay to the LPA the sum of \$\_\_\_\_\_ for the Manufactured Home hereinabove described and to remove them from the right of way and/or premises on or before \_\_\_\_\_, in accordance with the provisions hereinafter set forth. I furtherance, I will comply with the terms of this agreement, I herewith post the sum of \$\_\_\_\_\_ (equal to the estimate for demolition of the improvement) as a "Performance Bond" to insure that I will remove the improvements from the right of way and clean up the premises within the time limit hereinabove stated. Should I fail to comply with the Special Provisions listed below covering removal and cleanup, then LPA shall have the right to appropriate the remaining improvements and dispose of same; and LPA shall not sustain any liability as a result of the removal by the LPA.

All buildings or other structures are to be entirely cleared from the right of way by demolition or removal and the right of way left clear of all debris from buildings or structures. All chimneys, steps, foundations above the ground level, sheds, porches, etc., which are attached to a building are considered a part of the building and are to be demolished and removed with the building. All fences, outbuildings, or other obstructions on a property are considered to be a part of the building and are to be removed with the building if on the right of way, unless otherwise specified herein.

The purchaser is to be responsible for making any necessary arrangements with the utility companies for the disconnection of service and the removal of and recovery by them of any electric meters, gas meters, telephones, or any other utility facilities owned by the utility companies and pay all costs or fees charged by them.

Any deposits or refunds due for the return to the utility company or city or electric, gas or water meters, telephones or other utility facilities are to be adjusted between the utility company and the former occupants of the property. The purchaser is to be responsible for the disconnecting and closing of water and sewer connections to buildings or structures. Such disconnecting and closing of water and sewer connections must conform to the codes and regulations of the Board of Health pertaining to such work

The purchaser will secure all permits for demolition work, also moving on state roads of any building and pay all fees for such permits. The purchaser will conform to all local safety codes. The permit for moving building or improvement on a state highway road must be obtained from the local MDOT District Engineer's office prior to moving.

The Purchaser shall not resell or transfer ownership of the improvements unless written consent is obtained from the LPA. Failure to obtain written consent shall void the contract and the Performance Bond, and the purchase price shall be forfeited.

No material from demolished buildings is to be stock-piled or disposed of on the remainder of a property outside of the right of way or on adjacent property, unless written permission of the property owner is obtained.

The purchaser will secure all permits and give all required notices to the Department of Environmental Quality and the local agencies required when dealing with contaminated and/or hazardous materials to include asbestos.

The purchaser also hereby assumes all responsibility for the proper treatment of any hazardous material to include asbestos found on or in the above-described improvement or arising from said material in regard to the moving, demolition and/or renovation of the above-described improvement.

The purchaser agrees to comply with the Rules and Regulations of the US 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 to indemnify the LPA from all liability in this matter and will save the LPA harmless from any legal action or penalties arising as a result of this hazardous material, to include asbestos.

Pursuant to Section 25-4-103(h), State employees may not purchase surplus property from any state agency, directly or indirectly.

Septic tanks, concrete walks, driveways, concrete foundations, basement or cellar walls, which are above the ground level, may remain in place. However all basements or cellars must be cleared of contents and debris; leveled or filled with suitable material so no unsafe or unsightly condition will exist. Concrete floors can remain in place. If any grading is necessary on the right of way, prior approval must be secured from the LPA.

SIGNATURE OF BUYER:

\_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**LEAD DISCLOSURE STATEMENT**

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*.
- (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

**ASBESTOS DISCLOSURE STATEMENT**

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

\_\_\_\_\_  
(ii) Building(s) may be moved intact or cut and moved in sections taking care not to disturb the following materials:

\_\_\_\_\_  
(iii) \_\_\_\_\_ 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

**WATER WELL DECOMMISSIONING**

The CONSULTANT shall contact the LPA, or his designee for further direction, prior to initiation of any work outlined in the individual Work Assignment(s) issued under this Agreement.

The CONSULTANT shall provide well decommissioning services including the proper plugging and abandonment of abandoned or unused water wells in accordance with Local, State and Federal laws, regulations, and codes. This work may include properties purchased as part of LPA improvement projects and LPA-owned facilities.

The CONSULTANT shall be responsible for acquiring all Local, State, and Federal permits and furnishing a copy of these permits to the LPA. This requirement includes but is not limited to furnishing a copy of the "*Water well Plugging/Decommissioning Form*" forms as required by the Mississippi Department of Environmental Quality (MDEQ) Office of Land and Water Resources (OLWOR) or by any federal or local agency.

The CONSULTANT shall conduct a search the MDEQ OLWR for permitted / registered wells located within the project acquisition area and wells adjacent to the ROW that would be deemed unused as part of the project. Upon completion of the search, the CONSULTANT shall conduct a physical inspection of the project to confirm known well sites and search for additional unknown well sites with LPA personnel. Upon completion of the search process, all wells identified shall be decommissioned in accordance with the MDEQ OLWR. The CONSULTANT shall decommission all wells in accordance with the *Mississippi Commission on Environmental Quality (MDEQ) Regulation LW-3, Section XIII-Decommissioning of Abandoned or Unused Water Wells and Boreholes* as adopted by the Commission on Environmental Quality June 24,2004. The CONSULTANT shall be responsible for complying with any updates or changes in the above referenced regulations.

The CONSULTANT shall be fully responsible for locating all underground utilities and for notifying the utility companies prior to commencement of the work. The CONSULTANT shall take all precautions necessary to protect utilities from damage. The CONTRACTOR shall assume all responsibility and legal liability for damage to existing utilities as a result of the operations. In the event that the utilities are damaged by the CONSULTANT, the CONSULTANT shall repair or replace the utility at the CONSULTANTS expense. The CONSULTANT shall be responsible for the required disconnection of any utilities in accordance with Local, State and Federal laws, regulations, and codes. No payment will be made for delays, interference or damage caused to or by existing utilities.