

# A REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES CONTRACT

## Department of Highways Professional Services Procurement Bulletin 2021-03 Statewide Right of Way Appraisal Services

This document constitutes a Request for Proposals for a Professional Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Department of Highways.

### **I. PROJECT DESCRIPTION**

This statewide contract is to provide necessary Right of Way Appraisal Services. Twelve (12) appraisers will be selected to provide these services on an as-needed basis for two years.

### **II. PROJECT INFORMATION**

Project Manager - Eric Monhollon  
User Division - Right of Way & Utilities  
Approximate Fee - \$200,000 per contract (Upset Limit)  
Work will be assigned via Letter Agreement, not to exceed \$50,000 per Letter Agreement  
Project Funding - State and Federal Funds  
Contract Term - Two Years

### **III. PURPOSE AND NEED**

The purpose of this contract is to assist the Kentucky Transportation Cabinet in providing appraisal services on a statewide basis for both Highway Plan and non-highway plan projects, on an as-needed basis.

### **IV. DBE REQUIREMENT**

None

### **V. SCOPE OF WORK**

The selected Appraiser(s) will be responsible for appraisal and other appraisal-related services. Additionally the Appraiser may be called upon to testify in a court of law during a condemnation trial. Additional compensation will be negotiated at the time of the request to testify.

- a. The selected Appraiser agrees that upon request, he or she will be available to assist in responding to FHWA or State inquiries or citations.
- b. Scoping Meeting – a scoping meeting shall be required for all projects and should follow the [Scoping Meeting Requirements – General Guidelines](#)

- c. Project Report – It will be the responsibility of the selected Appraiser to compile and complete the Project Report prior to the scoping meeting. The Report shall summarize in detail all appraisal related issues related to each parcel to be assigned. Note: Project Report shall be written by a qualified person(s). Note: The Cost of the Project Report shall be part of the fee proposal.
- d. The District Right of Way Agent Supervisor will be the single point of contact for all Valuation Services and will be responsible for resources, assignment of work, managing workload, monitoring schedules and ensure quality of reports meet Department expectations and requirements.

## **1. Appraisals**

- 1.1** Appraisers must be one of the pre-qualified real estate appraisers from KYTC ROW list. Please contact Eric Monhollon at for a copy of the list.
- 1.2** Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable KYTC forms.
- 1.3** Shall Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property.
- 1.4** For the initial appraisal, prepare complete appraisal report for each parcel to be acquired utilizing KYTC forms. These reports shall conform to KYTC policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. The use of Narrative Reports may be utilized if it is determined best practice by the Appraisal Branch Manager and Director of Right of Way & Utilities. All appraisals shall comply with KYTC Appraisal Guidelines.  
<https://transportation.ky.gov/Organizational-Resources/Policy%20Manuals%20Library/Appraisal%20Guidelines.pdf>
- 1.5** As necessary, prepare written notification to the Project Manager of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.
- 1.6** As necessary, the appraiser shall coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 1.7** Complex BAV (Before and After Value)  
In rare instances the complexity of a property and/or appraisal problem may require specialized knowledge or increased documentation. Examples of this type of appraisal may include but not be limited to:
  - 1.7.1** An acquisition from a university campus where the contributing value of the improvements must be documented as part of the larger parcel.
  - 1.7.2** An acquisition from a golf course that affects one or more fairways and/or green where the appraiser may need to consult an Engineer or course designer to determine the true nature of the affect of the taking on the course.
- 1.8** Standard BAV – This category will be used for most KYTC appraisals. The contributing value of all improvements must be documented. Damages may apply in the after situation and may include but not be limited to proximity, changes in topography, severed remainders, and changes in highest and best use, loss of parking, etc.
  - 1.8.1** Minor BAV – Used for minor acquisitions in which the amount of just compensation exceeds the maximum amount under which an MAR (Minor Acquisition Review) may be used. Improvements acquired will be minor in nature and will include but not be limited to items of landscaping, fencing and small secondary buildings (i.e. sheds). The principle building is unaffected and its contributing value may be estimated.
  - 1.8.2** BV (Before Value) – Used only when the parcel is considered a total take and only the before value is needed.

- 1.9 Respondents shall review project plans on site in order to discover and recommend corrective solutions to plan problems prior to assignment of appraisals.
- 1.10 Respondents shall submit three (3) copies of the comparable sales book to KYTC no later than forty-five (45) days from the request for appraisal.
- 1.11 Respondents shall submit a minimum of three (3) copies of the fully completed appraisal to KYTC.
- 1.12 Respondents must agree to the anticipated scope of the valuation problem for each parcel and the format of the appraisal.

2. **Subproviders:** Subproviders providing service under the work authorization shall be on the KYTC list of prequalified appraisers. No subcontract under the letter agreement shall relieve the primary respondent of responsibility for the service. If the respondent uses a Subprovider for any or all of the work required, the following conditions shall apply under the listed circumstances:

- 2.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed Subproviders.
- 2.2 Subcontracting shall be at the respondent's expense.
- 2.3 KYTC retains the right to check Subprovider's background and make a determination to approve or reject the use of submitted Subproviders.
- 2.4 The respondent shall be the only contact for the Department and Subproviders and shall list a designated point of contact for all Department and Subprovider inquiries.
- 2.5 As a training exercise, subproviders shall be assigned atleast 10% of the services and resulting fee of each assignment

3. Items to be furnished by Kentucky Transportation Cabinet:

- 3.1 Right of Way Plans (Most current plan sheets available)
- 3.2 Cross Sections/ Profile Sheets
- 3.3 Pertinent Data Obtained from Informational Meetings
- 3.4 Title Reports

## **VI. SPECIAL INSTRUCTIONS**

Twelve (12) appraisers will be selected to provide these services in two (2) regions. Appraisers will be able to respond to and provide services in both regions. The contract period is a two (2) year contract with no new work assigned after two years from the Notice to Proceed, although the contract may be extended for time to complete work already assigned. Contracts will have an upset limit of \$200,000. Once the upset limit is reached or the two year term has expired, services may be re-advertised and no additional Letter Agreements will be executed under the contract. Contracts will not be modified to increase the upset limit or extended for time to assign new work. No Letter Agreement shall exceed \$50,000 without written approval from the State Highway Engineer.

Selected appraisers will be awarded based upon two (2) geographical regions in the state. Region 1 is comprised of Highway Districts 1-6 and Region 2 is comprised of Highway Districts 7-12. Appraisers must identify which regions they wish to be considered in their Response to Announcement. The Selection Committee will make multiple selections for each region for six Appraisers per region. Appraisers will be ranked by the Selection Committee and assigned to Regions as ranked by the Committee.

For regions with multiple Appraisers, project assignments will be made in the same order as rankings by the Selection Committee. Projects for each region will generally be assigned on a rotational basis. The Department reserves the right to select an Appraiser outside of the assignment order for a particular project if it is to the benefit of the Department. That Appraiser, if selected out of order, will be skipped in the rotation when their turn comes and the regular order will be followed thereafter. The Division of Right of Way & Utilities reserves the right to group multiple projects together as one offering if it is advantageous to the Department. The Department may also add additional work to an existing Letter Agreement, if needed. An appraiser will not be offered an additional project until the remaining appraisers on the list have been offered a project. If an appraiser declines to accept a project, that appraiser will not be eligible to accept another project until the remaining appraisers on the list have been offered a project. If an appraiser declines a project or does not respond to an invitation to perform services for a project within five (5) business days, documentation shall be provided in the project files and the next appraiser on the rotating list shall be offered the project.

The selected Appraiser will be required to maintain continuing Professional Liability Insurance of an amount not less than \$500,000 during the life of this contract.

The Department reserves the right to terminate this agreement at any time upon a thirty (30) day written notice to the selected Appraiser. In the event of termination, the selected Appraiser will be compensated for work performed through the date of said termination. Work completed, in whole or in part, will become the property of the Department. Any dispute in connection with work not disposed of by this agreement will be referred to the Secretary of the Transportation Cabinet, or duly authorized representative, whose decision will be final.

Instructions for Response to Announcement can be found at:

<https://transportation.ky.gov/ProfessionalServices/Pages/Respond-to-an-Announcement.aspx>

KRS 322.060 applies to engineers and will not apply to this service contract. KRS 324A is the statute related to necessary licensure for Real Estate Appraisers which is required.

KYTC will allow the following modifications to the standard response format for response to the Statewide Right of Way Appraisal Services advertisement only:

- Section 2 Staff Summary, will be reduced, not to exceed one page
- Section 4 (A-B) Resumes, will be reduced, not to exceed two pages
- Section 5 Workload / commitments, will be reduced, not to exceed one page
- Section 6 (A-B) Project Experience, will be reduced, not to exceed two pages
- Section 7 (A-B) Project Approach, will be reduced, not to exceed two pages

## **VII. PREQUALIFICATION REQUIREMENTS**

To respond to this project, the Appraiser must be prequalified in the following areas by the response due date of this advertisement.

### **RIGHT OF WAY**

- Right of Way Appraisal

## VIII. PROCUREMENT SCHEDULE

Dates other than Response Date are tentative and provided for information only.

- Advertisement Date: September 8, 2020
- Response Date: September 30, 2020 by 4:30 PM ET (Frankfort Time)
- First Selection Meeting: October 5, 2020
- Final Selection: October 21, 2020
- Pre-Design Conference: October 28, 2020
- Notice to Proceed: November 18, 2020

## IX. PROJECT SCHEDULE

Individual project schedules will be defined by Letter Agreement on a project-by-project basis

## X. EVALUATION FACTORS

Appraisers will be evaluated by the selection committee based on the following, weighted factors:

1. **Quality of Work – (25 points)** Score is based on the assigned Appraiser's experience with KYTC, with other agencies, professional training, quality of work, professionalism and ratings from previous assignments
2. **Cooperation and Timeliness on the Project – (25 Points)** Cooperation is based on how well the appraiser has responded to requests from those responsible for oversight on any past contracts. Timeliness is based on how well the appraiser has performed in completing any prior assignments in a timely manner; taking into account those events beyond the control of the selected appraiser which may have caused delays.
3. **Communication – (20 points)** The ability of the appraiser to communicate the details of the proposed acquisition, the appraisal process and answer questions from the affected property owner and/or their representative. Additionally the ability to communicate any difficulties with the appraisal process or acquisition to the review appraiser, right of way supervisor, engineers, attorneys and other right of way staff.
4. **Experience – (15 Points)** Score is based on the appraiser's experience with KYTC or any other projects from previous assignments, and any professional training. The appraiser should have appropriate communication skills, be responsive, effectively report progress, maintain organized project files, and have all necessary qualifications to manage the project.
5. **Knowledge of Right of Way Principles – (15 points)** The appraiser's knowledge of and experience with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Act), KYTC Right of Way Guidance Manual, KYTC Appraisal Guidelines and USPAP. Capability and experience of the assigned Appraiser(s), to competently accept the appraisal assignment.

## XI. SELECTION COMMITTEE MEMBERS

1. Eric Monhollon, User Division

2. Kelly Divine, User Division
3. Charlie Dale, P.E., Secretary's Pool
4. David Erickson, P.E., Secretary's Pool
5. R. Bruce Scott, P.E., Governor's Pool