

A REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES CONTRACT

Department of Highways Professional Services Procurement Bulletin 2021-10 Statewide Right of Way 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 Statewide Right of Way Services. Five (5) consultants will be selected to provide these services on an as-needed basis for two years.

II. PROJECT INFORMATION

Project Manager - Kelly Divine
User Division - Right of Way & Utilities
Approximate Fee - \$1,500,000 per contract (Upset Limit)
Work will be assigned via Letter Agreement, not to exceed \$500,000 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 a wide range of Right of Way activities 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 Consultant(s) may be responsible for all or any of the following: appraisals; appraisal reviews; negotiations; relocation assistance; project management; titles and closings; property management, and other related acquisition services. The selected consultant may be required to provide a field office for property owners to reach its personnel.

- a. The selected Consultant agrees that upon request, staff 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 shall be the responsibility of the selected Consultant to compile and complete the Project Report prior to the scoping meeting. The Report shall summarize in detail all relocations, i.e. residential, non-residential, miscellaneous moves, & outdoor advertising. (Project Report shall be written by a qualified person(s). Note: The Cost of the Project Report shall be part of the fee proposal.

1. Titles & Closings

- 1.1 All titles and other legal services shall be performed by an attorney assigned by from KYTC Office of Legal Services. Payment for these services shall be the responsibility of KYTC.
- 1.2 Closings shall be performed by an attorney from KYTC Office of Legal Services. It shall be the Consultants responsibility to assist KYTC Attorney by preparing and securing all documentation necessary to conduct the closing.

2. Appraisals/Appraisal Reviews

- 2.1 Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. Please contact Eric Monhollon at Eric.Monhollon@ky.gov for a copy of the list.
- 2.2 Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Respondent's ROW Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.
- 2.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable KYTC forms.
- 2.4 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- 2.5 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 Practices as promulgated by the Appraisal Foundation.
- 2.6 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 re-mediation.
- 2.7 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 2.8 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:
 - 2.8.1 An acquisition from a university campus where the contributing value of the

improvements must be documented as part of the larger parcel.

2.8.2 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.

2.9 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, changes in highest and best use, loss of parking, etc.

2.9.1 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.

2.9.2 BV (Before Value) – Used only when the parcel is considered a total take and only the before value is needed.

3. Appraisal Review Service

3.1 Appraisers must be selected from the KYTC ROW list of pre-qualified real estate appraisers. Please contact Eric Monhollon at Eric.Monhollon@ky.gov for a copy of the list.

3.2 Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Department policies and procedures and the Uniform Standards of Professional Appraisal Practices.

4. Negotiation Services

4.1 Analyze preliminary title report to determine potential title problems, propose and inform the KYTC ROW Project Manager of methods to cure title deficiencies.

4.2 Analyze appraisal and appraisal review reports and confirm the KYTC's approved value prior to making offer for each parcel.

4.3 Prepare the initial offer letter, memorandum of understanding, instruments of conveyance, and any other documents required or requested by KYTC on applicable Department forms.

4.4 The written offer, approved appraisal report and required brochures must be given to each property owner or the property owner's designated representative. Shall maintain a record of contacts and secure the necessary instruments upon acceptance of the offer for the closing.

4.5 Respond to property owners inquiries verbally and in writing within three (3) business days.

4.6 Shall have a minimum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable Department forms. Details of each meeting with the Property Owner shall be promptly entered into the Right of Way Database system after each meeting to ensure accuracy. (Note: Three (3) contacts may be waived for special circumstances)

4.7 Advise property owner of the Administrative Settlement process. Transmit to the KYTC ROW Project Manager any written counter offer from property owners including supporting documentation, and Provider recommendation with regard to Administrative Settlements in accordance with Department policy and procedures.

4.8 Issue Property Owner's Survey to the property owner.

4.9 All Acquisition Parcels are completed following the procedures within the Right of Way Guidance Manual.

4.10 Negotiation Using an MAR

Acquisition Agent will be responsible for the following:

- Determine if in fact a MAR should be used, (MAR's are used when value of the acquisition is less than \$10,000 and non-complex.) MAR's which exceeds \$10,000 and up to \$25,000 shall be subject to an appraisal if requested by the property owner(s).
- Creating the MAR by the collection of comparable sales data either independently or from the approved comparable sales book for the project. A minimum of three (3) comparable sales shall be used to determine the value for the "Offer to Purchase" letter. Once the MAR is completed and final approval is given by the District Right of Way Supervisor, the agent may then proceed with contacting the property owner and arrange for a meeting to make the MAR offer
- MAR offer is given to the property owner both verbally and in writing
- The negotiator shall make every reasonable effort to help the owner make a decision within 45 days.
- Once the acquisition agent has completed the file, the file is to be promptly sent to Central Office for processing, either for payment or condemnation.
- If a file is submitted for condemnation, the file is reviewed and forwarded on to the Office of Legal Services, and they assign an attorney to the file.

4.11 Negotiation using an Appraisal (Before and After Method)

Acquisition Agent will be responsible for the following:

NOTE: The same steps are followed as above; with the exception of the appraisal value amount has no limit, and the fair market value compensation is based on comparable sales of surrounding locations.

5. Relocation Assistance Services for Residential, Non-Residential, Miscellaneous Moves, and Outdoor Advertising

5.1 When relocation assistance is required as part of a contract the selected Consultant shall complete an Acquisition Stage Relocation Report (ASRR) for any and all relocations being assigned.

5.2 All I relocations will be done in accordance to 49 CFR, Part 23, Uniform Relocation Assistance and Real Property Regulations for Federal and Federally Assisted Programs and 600 KAR 3:010 Relocation Assistance Payments of the Transportation Cabinet and the Kentucky Transportation Cabinet Relocation Assistance Guidance Manual, revised February 2011.

5.3 The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's

inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist

- 5.4** Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Brochure [*Your Benefits as a Highway Displacee*]
- 5.5** Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way.
- 5.6** Locate, evaluate, and maintain files on comparable available housing.
- 5.7** Compute and submit the request for relocation housing/rental supplement to the KYTC ROW Project Manager using KYTC approved forms.
- 5.8** Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- 5.9** Notify the KYTC ROW Project Manager immediately if the Displacee does not move after the 30-day notice.
- 5.10** Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Department policy.
- 5.11** Coordinate and monitor with displaced homeowners, business owners, tenants, and with moving companies in accordance with Department procedures.
- 5.12** Maintain relocation record of contacts journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- 5.13** Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 5.14** Relocation agent will be available for any appeals and hearings.
- 5.15** Issue Relocation Surveys to all Displacees.
- 5.16** Residential, Non-Residential, and Miscellaneous Move Relocations
 - 5.16.1** Residential Relocation Agents will be responsible for the following:
 1. Explaining Relocation Assistance Program and possible benefits available to displaced persons
 2. Determining eligibility for Relocation Assistance benefits
 3. Determining need for Last Resort Housing
 4. Justifying need for Last Resort Housing
 5. Offering advisory services
 6. Updating worksheet
 7. Calculating rent and/or purchase supplement computations and all revisions
 8. Determining personal property located within the acquisition
 9. Issuance of 90 day and 30 day notices

10. Performing Decent, Safe and Sanitary Inspections of replacement property
11. Determining eligible incidental expenses for reimbursement
12. Determining Mortgage Interest Differential payment eligibility
13. Securing required documentation necessary for filing claims
14. Filing all claims on proper forms in a timely manner
15. Attending closings of replacement property
16. Ensuring requirements of program benefits are met
17. Filing required reports in a timely manner
18. Inspecting that personal property is removed from acquired area
19. Secure key(s) to acquire improvements
20. Turning key(s) over to District property management
21. Assisting displaced person(s) with the Appeals
22. Being available for deposition and/or testimony at 13B Appeal Hearing
23. Making themselves and contact information available to displaced person(s)
24. Willingly work through assigned district and its Right of Way personnel
25. Close each parcel with completed TC 62-210 and updated record of contacts
26. Close project with completed TC 62-97
27. Turn completed files over to ROW Project Manager

5.16.2 Nonresidential Relocation Agents will be responsible for the following:

1. Explaining Relocation Assistance Program and possible benefits available to displaced
2. Determining eligibility for Relocation Assistance benefits
3. Offering advisory services
4. Updating worksheet
5. Determining personal property located within the acquisition
6. Identifying any hazardous wastes or substances
7. Issuance of 90 day and 30 day notices
8. Determining which nonresidential benefits are best for Displacee
9. Determining compensation for moving personal property
10. Securing bids for moving personal property (if necessary)
11. Determining if displaced is eligible for reestablishment benefits
12. Determining which expenses are eligible for reestablishment
13. Obtaining CO approval prior to the reestablishment
14. Obtaining before and after pictures of reestablishment
15. Determining if displaced is eligible for in lieu of move benefits
16. Obtaining required tax documentations for in lieu of move benefits
17. Determining in lieu of move benefit
18. Obtaining required documentation necessary for filing claims
19. Filing all claims on proper forms in a timely manner
20. Ensuring requirements of program benefits are met
21. Filing required reports in a timely manner
22. Inspecting that personal property is removed from acquired area
23. Assisting displaced person(s) with the Appeals
24. Being available for deposition and/or testimony at 13B Appeal Hearing
25. Making themselves and contact information available to displaced person(s)
26. Willingly work through assigned district and its Right of Way personnel
27. Close each parcel with completed TC 62-210 and updated record of contacts
28. Close project with completed TC 62-97
29. Turn completed files over to ROW Project Manager

5.16.3 Miscellaneous Move Relocation Agent will be responsible for the following:

1. Explaining Relocation Assistance Program and possible benefits available to displaced persons
2. Determining eligibility for Relocation Assistance benefits
3. Offering advisory services
4. Updating worksheet
5. Determining personal property located within the acquisition
6. Issuance of 90 day and 30 day notices
7. Determining compensation for moving personal property
8. Securing bids for moving personal property (if necessary)
9. Obtaining required documentation necessary for filing claims
10. Filing all claims on proper forms in a timely manner
11. Ensuring requirements of program benefits are met
12. Filing required reports in a timely manner
13. Inspecting that personal property is removed from acquired area
14. Assisting displaced person(s) with the Appeals
15. Being available for deposition and/or testimony at 13B Appeal Hearing
16. Making themselves and contact information available to displaced person(s)
17. Willingly work through assigned district and its Right of Way personnel
18. Close each parcel with completed TC 62-210 and updated record of contacts
19. Close project with completed TC 62-97
20. Turn completed files over to ROW Project Manager

6. Property Management: Any property management activities will be specified at the time of the request. Property management activities may include, but not limited to, excess property, coordinate clearance of improvements from the right of way. Manage rental and rental collection of acquired improvements. Monitor and supervise maintenance of acquired improvements. Furnish the Review Appraiser with salvage values of improvements to be acquired. Maintain adequate records reflecting the current status of right of way clearance, rental collection, etc., and provide copies to the KYTC ROW Project Manager all in accordance to KYTC ROW Guidance Manual. Between vacation of the buildings and demolition of improvements, the responsibility for security and boarding is the responsibility of the Consultant. The Division of Right of Way & Utilities shall determine final disposition of improvements by permitting the owner to retain the improvement, permitting another displaced person to remove it from the right of way and use the improvement for replacement housing, or effecting removal by solicitation or by the roadway contractor. (All necessary paperwork shall be on approved KYTC forms)

7. Subproviders: Sub-Providers providing service under the work authorization shall meet the same requirements and level of experience as required of the respondent. No subcontract under the letter agreement shall relieve the primary respondent of responsibility for the service. If the respondent uses a Sub-Provider for any or all of the work required, the following conditions shall apply under the listed circumstances:

7.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed Sub-Providers.

7.2 Subcontracting shall be at the respondent's expense.

7.3 KYTC retains the right to check Sub-Provider's background and make a determination to approve or reject the use of submitted Sub-Providers.

7.4 The respondent shall be the only contact for the Department and Sub-Providers and shall list a designated point of contact for all Department and Sub-Provider inquiries.

8. Project Management-Services shall include, but are not limited to the following activities:

8.1 Communication

8.1.1 Maintain a project right of way status report including a separate project status reports for relocations in accordance with the KYTC ROW Project Manager on Department approved forms.

8.1.2 The KYTC ROW Project manager shall be the only point of contact for the respondent Project Manager unless otherwise approved by the ROW Project Manager.

8.2 Maintain all working files at the respondent principal office or regional office within the State. To make all working files available for review by the KYTC ROW Personnel.

8.3 Provide invoices utilizing Department standard payment submissions forms supporting documentation. Supporting documentation requirements are determined by KYTC ROW.

8.4 Maintain records of all correspondence and contacts with property owners.

8.5 Responsible for monitoring all right of way activities associated with a highway project.

8.6 Shall attend monthly status meeting with appropriate ROW Project Staff. Date, time, and location are determined by the KYTC ROW Project Manager.

8.7 The respondent project manager shall deliver all project files, correspondence, and other project related materials within 30 days of completion of the project to the KYTC ROW Project Manager.

VI. SPECIAL INSTRUCTIONS

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

- Page 4 (A-J) Resumes, may be expanded, not to exceed 10 pages total.
- Page 5 (A-D) Workload / commitments, may be expanded, not to exceed 4 pages total.
- Page 6 (A-J) Project Experience, may be expanded, not to exceed 10 pages total.
- Page 7 (A-E) Project Approach, may be expanded, not to exceed 5 pages total.

Five (5) consultants will be selected to provide these services for a period of two (2) years 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 \$1,500,000. 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 \$500,000 without written approval from the State Highway Engineer.

The Selection Committee will randomly draw from the pool of selected Consultants and list in consecutive order to determine the initial order for which projects will be assigned. Projects will generally be assigned on a rotational basis. The Department reserves the right to select one of the firms outside of the assignment order for a particular project if it is to the benefit of the Department. That firm, 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. A firm will not be offered an additional project until the remaining firms on the list have been offered a project. If a firm declines to accept a project, that firm will not be eligible to accept another project until the remaining firms on the list have been offered a project. If a firm 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 firm on the rotating list shall be offered the project.

A firm will not be offered an additional project until the remaining firms on the list have been offered a project. If a firm declines to accept a project, that firm will not be eligible to accept another project until the remaining firms on the list have been offered a project. If a firm 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 firm on the rotating list shall be offered the project.

The selected Consultant 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 any agreement under this advertisement at any time upon a thirty (30) day written notice to the selected Consultant. In the event termination is a result of a cancellation of a project, no deed will be taken for property once notice is received, unless specifically authorized in writing by the Director of the Division of Right of Way and Utilities. In the event of termination, the selected Consultant 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>

VII. PREQUALIFICATION REQUIREMENTS

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

RIGHT OF WAY SERVICES

- Acquisition
- Relocation

VIII. PROCUREMENT SCHEDULE

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

- Advertisement Date: April 13, 2021
- Response Date: May 5, 2021 by 4:30 PM ET (Frankfort Time)
- First Selection Meeting: May 10, 2021
- Final Selection: May 26, 2021
- Pre-Design Conference: June 2, 2021
- Notice to Proceed: June 23, 2021

IX. PROJECT SCHEDULE

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

- Completion of All Services – 2 Years from Notice to Proceed

X. EVALUATION FACTORS

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

- 1) **Project Manager – (15 Points)** Score is based on the Project Manager's experience with KYTC or any other projects as a Project Manager from previous assignments, and any professional training. Project Manager should have appropriate communication skills, be responsive, effectively report progress, maintain organized project files, and have all necessary qualifications to manage the project.
- 2) **Project Team – (15 points)** Teams 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, and USPAP. Capability and experience of the assigned Appraiser(s), Negotiator(s), and Relocation Assistance Agent(s) to be assigned and effectiveness of the team's proposed organization and coordination process.
- 3) **Capacity to comply with project schedule – (17 points)**
- 4) **Quality of Work – (25 points)** Score is based on the assigned Project Manager, Appraiser(s), Reviewing Appraiser(s), Negotiator(s), and Relocation Assistance Agent(s) on their experience with KTYC, with other agencies, professional training, quality of work, professionalism and ratings from previous assignments.
- 5) **Cooperation and Timeliness on the Project – (25 Points)** Cooperation is based on how well the firm has responded to requests from those responsible for oversight on any past contracts. Timeliness is based on how well the firm has performed in completing any prior assignments in a timely manner; taking into account those events beyond the control of the selected consultant which may have caused delays.
- 6) **Consultant's offices where work is to be performed – (3 Points)**

XI. SELECTION COMMITTEE MEMBERS

1. Kelly Divine, User Division
2. Shannon Dearing, User Division
3. Erika Drury, P.E., Secretary's Pool
4. David Erickson, P.E., Secretary's Pool
5. John Greenwell, P.E., Governor's Pool