

# REQUEST FOR QUALIFICATIONS FOR RIGHT OF WAY AND RELATED SERVICES

STATE PROJECT NO. H.002822.3  
NICHOLSON DRIVE @ BRIGHTSIDE LANE  
INTERSECTION IMPROVEMENT  
ROUTE LA 30  
EAST BATON ROUGE PARISH

Under authority granted by Title 48 of the Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues a Request for Qualification Statements (RFQ) on Standard Form 23-116 (SF 23-116), "Professional Right of Way and Related Services", revised September 2011, from Consulting Firms (Consultant) to provide right of way and related services. One Prime-Consultant/Sub-Consultant(s) will be selected for this Contract. If Sub-Consultants are used, no individual Sub-Consultant may perform a higher percentage of work than the prime Consultant.

**Project Manager** Mr. Russel Shaffer

All questions regarding this request for qualifications should be submitted in writing to Ms. Jennifer Lee, Administrative Coordinator at email: [jennifer.lee@la.gov](mailto:jennifer.lee@la.gov) no later than 4:00 pm, January 13, 2012. Answers to project related questions will be distributed electronically no later than 4:00 pm, January 18, 2012, to all firms who have indicated an interest in this project and provided an email address to receive the information. The email contact address should be provided to Ms. Lee no later than 4:00 pm, January 13, 2012.

## Project Description

This contract will include coordination of activities between DOTD and the Consultant. The project is an improvement to Louisiana Highway 30, West Lee Drive and Brightside Lane at their intersection in East Baton Rouge Parish and includes approximately 25 ownerships and no relocations. West Lee Drive and Brightside Lane are Baton Rouge city streets. The numbers of ownerships and relocations may change. [The Right of Way Clear Date for this project is September 28, 2012.](#)

## Scope of Services

The selected Consultant will be required to provide project management and administration services, title research services, appraisal services, acquisition services, expropriation services, improvement control services, and project production support services and other right of way related services necessary to acquire and clear the right of way for construction of this project. Appraisal review services are to be provided by DOTD.

The Project Manager/Team will be responsible for the management of all Sub-Consultant contracts for the total project delivery.

## Items and services to be provided by DOTD

The DOTD will furnish without charge the following services:

1. DOTD will assign a Right of Way Project Manager.
2. DOTD will assign a lead Right of Way Agent.
3. DOTD will host periodic status meetings.
4. DOTD will provide technical assistance for appraisal activities.
5. DOTD will provide technical assistance for negotiation and acquisition activities.
6. DOTD will provide electronic project tracking system.
7. DOTD will provide appraisal review services.

The services deliverable are also to include the following:

- A. Development of a Project Delivery Strategy; Project Manager/Team will:

Be required to develop an overall strategy for execution and completion of the Project as well as a system for Project prioritization.

- B. Develop the Project Schedule; Program Manager/Team will:

Develop a preliminary Project schedule and establish milestone dates for all events necessary to advance each process to completion.

- C. Right of Way Acquisition and Management;

Project Manager/Team will provide title abstractors, real estate appraisers, right of way acquisition/relocation assistance agents,

### **Deliverables**

The Consultant/Team hereby agrees to produce deliverables including but not limited to: a service plan, appraisal plan, title research reports, title research report updates, appraisal reports, appraisal comparable binders, appraisal ten day letters, mortgage certificates, negotiation and acquisition services, negotiation and acquisition files, just compensation offer letters with a summary of just compensation, completed acts of sale, vouchers in request of payment, negotiation packages to be referred for expropriation, asbestos inspection and assessment reports, uneconomic remainder (UR) packages for referral to DOTD Property Management, maintenance of electronic project tracking system and other items as might be required.

### **Quality Control/Quality Assurance**

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program, in order to

provide a mechanism by which all deliverables can be subject to a systematic, consistent review. Consultants must ensure quality and adhere to the standards of the DOTD Right of Way Manual and DOTD Title Research Manual.

## **Compensation**

Compensation for services provided under this Contract are payable according to DOTD's established Schedule of Fees. Fees such as recordation fees, mortgage certificate fees, mortgage release fees, attorney's fees, et al will be reimbursed at actual cost.

Within 15 calendar days of notification of selection, a kickoff meeting will be held with the selected Consultant/Team and appropriate DOTD personnel.

## **Contract Time**

The estimated contract time for this project is twenty five (25) months.

## **References**

1. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970.
2. Uniform Standards of Professional Appraisal Practice.
3. Louisiana Constitution: Article I, Section 4, Article VI, Section 21 and Article VII, Section 14.
4. Louisiana Revised Statutes: Title 9, Title 19, Title 38, Title 48, and Title 70.
5. Louisiana Civil Code.
6. Louisiana Administrative Code: Chapter 70.
7. DOTD Right of Way Manual.
8. DOTD Guide to Title Research.
9. Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964.
10. Equal Employment Opportunity Act of 1972.
11. Federal Executive Order 11246 as amended.
12. Rehabilitation Act of 1973.
13. Viet Nam Era Veteran's Readjustment Act of 1973.
14. Title IX of the Education Amendments of 1972.
15. Age Discrimination Act of 1975.
16. Fair Housing Act of 1968.
17. Americans With Disabilities Act of 1990.
18. All other federal and state laws and regulations which may apply to acquisition of right of way and utility relocation for this project.

## **Minimum Personnel Requirements**

A master's degree in a relevant field may substitute for one (1) year of work experience. A Ph. D. in a relevant field may substitute for two (2) years of work experience.

Company Principal: The company principal must be a principal of the said company empowered and authorized to accept and sign contracts on behalf of the said company.

Project Manager: A baccalaureate degree plus five (5) years of full time professional experience in the right of way or relocation assistance fields as an employee or a consultant for an expropriation agency or other governmental agency.

- Eight (8) years of full time work experience in any field may be substituted for the required baccalaureate degree.

Appraisal Manager: Must be a Louisiana Licensed General Appraiser pursuant to the Louisiana Licensed Real Estate Appraiser Law with a minimum of five (5) years experience in highway right of way appraisal.

Negotiation and Acquisition Manager: A baccalaureate degree plus five (5) years full time professional experience in the right of way or relocation assistance fields as an employee or a consultant for an expropriation agency or other governmental agency.

- Eight (8) years of full time work experience in any field may be substituted for the required baccalaureate degree only.

Relocation Assistance and Advisory Services Manager: Not required under this contract.

Quality Control/Quality Control Manager:

The minimum qualifications for the Quality Control/Quality Assurance Manager must meet the minimum qualifications for any other key staff person listed above.

## **EVALUATION CRITERIA**

The general criteria to be used by the DOTD Right of Way Section in evaluating responses for the selection of a Consultant to perform these services are as follows:

- 1. Consultant's firm experience as related to the project:**  
Weighting factor of 4.
- 2. Consultant's personnel experience as related to the project:**  
Weighting factor of 4.
- 3. Consultant's firm size as related to the project magnitude:**  
Weighting factor of 4.
- 4. Consultant's past performance on DOTD Real Estate projects:**  
Weighting factor of 2.
- 5. Consultant's current work load with DOTD:**  
Weighting factor of 2.
- 6. Location where the work will be performed:**  
Weighting factor of 3.

## EVALUATION CRITERIA

All Consultant's/Team's members will be evaluated as indicated in items 1-6. The evaluation will be by means of a point-based rating system. Each of the above criteria will receive a rating on a scale of 0-4. The rating will then be multiplied by the corresponding weighting factor.

The evaluation will be based off the information provided in the Consultant's/Team's SF 23-116 submittal. If during the course of the evaluation the Project Evaluation Team has questions or requires clarification of the information provided, the Project Evaluation Team may send request to the Consultant/Team for additional information through the Consultant Contract Services Administrator.

## Communication Protocol

DOTD's Project Evaluation Team will be responsible for performing the above described evaluation, and will present a short-list of the three (if three are qualified) highest rated Consultants to the Secretary of the DOTD. The Secretary will make the final selection. **Below are the proposed Team members. DOTD may substitute for any reason provided the members meet the requirements of R.S. 48:291.**

1. ~~Janice Williams~~ ~~Kevin Szatmary~~, ex-officio
2. Russel Shaffer
3. David Pourciau
4. ~~Laura Riggs~~ ~~Robert Richard~~
5. Hubert Graves
6. Erin Roussel

## Rules of Contact (Title 48 Engineering and Related Services)

These rules are designed to promote a fair, unbiased, legally defensible selection process. The LA DOTD is the single source of information regarding the Contract selection. The following rules of contact will apply during the Contract selection process and will commence on the date of advertisement and cease at the contract execution of the selected firm. Contact includes face-to-face, telephone, facsimile, Electronic-mail (E-mail), or formal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of the submittal (SF 23-116):

- A. The Consultant shall correspond with the LA DOTD regarding this advertisement only through Jennifer Lee by email at the LA DOTD.
- B. The Consultant, nor any other party on behalf of the Consultant, shall not contact any LA DOTD employees, including but not limited to, department heads; members of the evaluation teams; and any official who may participate in the decision to award the contract resulting from this advertisement except through the process identified above. Contact between Consultant organizations and LA DOTD employees is allowed during LA DOTD sponsored one-on-one meetings;
- C. Any communication determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of submittal, at the sole discretion of the LA DOTD;

- D. Any official information regarding the project will be disseminated from the LA DOTD'S designated representative on the LA DOTD website. Any official correspondence will be in writing;
- E. The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

**By submission of a response to this RFQ, the Consultant agrees to the communication protocol herein.**

## **Insurance**

During the term of the Contract the consultant will carry professional liability insurance in the amount of \$1,000,000. This insurance will be written on a "claims made" basis.

## **SUBMITTAL REQUIREMENTS**

One original (**stamped "original"**) and **six (6)** copies of the SF 23-116 must be submitted to DOTD. All submittals must be in accordance with the requirements of this advertisement. Any Consultant/Team failing to submit any of the information required on the SF 23-116, or providing inaccurate information on the SF 23-116, will be considered non-responsive.

Any Sub-Consultant to be used, including Disadvantaged Business Enterprises (DBE), in performance of this Contract, must also submit a SF 23-116, which is completely filled out and contains all information pertinent to the work to be performed.

The Sub-Consultant's SF 23-116 must be firmly bound to the Consultant's SF 23-116. In Section 9, the Consultant's SF 23-116 must describe the **work elements** to be performed by the Sub-Consultant(s), and state the approximate **percentage** of each work element to be subcontracted to each Sub-Consultant.

Name(s) of the Consultant/Team listed on the SF 23-116, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

The SF 23-116 will be identified with **Project No. H.002822.3**, and will be submitted **prior to 3:00 p.m. CST on January 20, 2012**, by hand delivery or mail, addressed to:

Department of Transportation and Development  
Attn.: Mr. Harvey Blanchard  
Assistant Right of Way Administrator  
1201 Capitol Access Road, **Room S 335**  
Baton Rouge, LA 70802-4438 or  
Telephone: (225)242-4527

|

## **REVISIONS TO THE RFQ**

DOTD reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time. Issuance of this RFQ in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all Qualification Statements submitted, and/or cancel this announcement if it is determined to be in DOTD's best interest. All materials submitted in response to this announcement become the property of DOTD, and selection or rejection of a submittal does not affect this right. DOTD also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR RIGHT OF WAY SERVICES  
STATE PROJECT NO. H.002822.3  
NICHOLSON DRIVE @ BRIGHTSIDE LANE  
INTERSECTION IMPROVEMENT  
ROUTE LA 30  
EAST BATON ROUGE PARISH

THIS CONTRACT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_,  
2012, by and between the Louisiana Department of Transportation and Development, hereinafter  
referred to as "DOTD", and [Consultant], whose principal office is at [ADDRESS], and represented herein  
by [NAME], its duly authorized President, as evidenced by a resolution attached hereto and made a part  
hereof, hereinafter referred to as CONSULTANT.

WHEREAS, the Department desires in the near future to initiate and continue to completion the  
acquisition of properties required for construction of STATE PROJECT NO. H.002822.3, NICHOLSON  
DRIVE @ BRIGHTSIDE LANE INTERSECTION IMPROVEMENTS, LA 30, EAST BATON ROUGE PARISH,  
hereinafter referred to as PROJECT, and

WHEREAS, the acquisition of such properties will require certain right of way services, and

WHEREAS, the Consultant represents that it is well qualified by training and experience to  
furnish the Department with right of way services, and that it will perform all services within the  
effective dates of this contract and within the time frame required by the Department.

NOW THEREFORE, the parties hereto do mutually agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**



1.1 The Consultant is to provide to the Department all right of way services identified and described in Exhibit "A" (Scope of Right of Way Services) in the quantity estimated, attached hereto and incorporated herein.

1.2 The Consultant shall certify to the Department that all necessary rights of way have been acquired; all required relocations have been completed; and all acquired improvements have been cleared in accordance with all Louisiana and Federal laws and regulations including the Department's Right of Way Operations Manual and including the requirements of this contract and the Consultant hereby agrees the Project Certification Letter shall be furnished to the Right of Way Administrator prior to the ending date of this Contract.

## **ARTICLE II SERVICES TO BE PERFORMED BY DOTD**

2.1 The Department will assign a Right of Way Project Manager to review all work submitted to ensure it meets applicable requirements and is submitted to the Department by the Consultant within the effective dates of this contract and within the time frame required by the Department. A performance evaluation shall be performed by the Right of Way Project Manager within thirty (30) days upon expiration of the Contract.

2.2 The Department shall make available to the Consultant for its use, acquisition and relocation brochures, Title Research Reports, Right-of-Way Maps, Construction/Design Plans, and other items deemed necessary by Department for Consultant to carry out the work required under this Contract.

## **ARTICLE III CONTRACT TIME**

The effective date of this contract shall be the date when the Department delivers the Notice to Proceed (NTP) to the Consultant and shall end three years thereafter.

## **ARTICLE IV COMPENSATION**

4.1 Except as hereinafter provided, the Department and Consultant agree the services to be performed under this Contract shall not exceed a total fee of \_\_\_\_\_, AND NO/100 (\$.00) DOLLARS hereinafter "Total Contractual Fee" as established in and in accordance with Exhibit B, attached hereto and made a part hereof by reference. The parties agree that Exhibit B represents a good faith estimate by the Department of the services expected for the Project, and that should the Project require fewer deliverables than estimated, the Total Contractual Fee shall be reduced by subtracting from the Total Contractual Fee the product of the reduced number of service unit(s) by the respective unit rate(s).

4.2 In the event the Consultant commences work prior to receipt of a Notice to Proceed, the Consultant will be acting at his/her own risk and hereby forever acquits, releases, relinquishes, and discharges its right to compensation for such work and forever releases the department from all claims, demands, suits, and actions, arising therefrom.

4.3 It is understood and accepted by the Consultant that the work required of it will vary in difficulty depending upon the nature of each parcel of property and its owner(s). Consultant recognizes and accepts that acquisition of some parcels will take much greater effort than others. Nevertheless, Consultant accepts in full and final compensation for each parcel the rate per unit for each distinct task as established in Exhibit B, and hereby acquits releases, relinquishes, and forever discharges the Department from any claim for additional compensation for such tasks if and when such difficulty is encountered.

4.4. In the event the Department determines that additional deliverables beyond the quantity estimated in Exhibit B are necessary for the Project, a contingency fee not to exceed twenty percent (20%) of the contract compensation is established for this contract. In that circumstance Consultant agrees to provide the additional deliverables at the Rate per Unit established in Exhibit B. Such assignment of additional deliverables will increase the Total Contract Fee by the summation of all individual Rates associated with such additional deliverables.

## **ARTICLE V PAYMENT**

5.1 Payment for services under this contract shall be made on a monthly basis subject to the following conditions:

5.1.1 The Consultant shall have completed the services and submitted the corresponding deliverables to DOTD for any professional services subject of the invoice. Consultant shall undertake all obligations herein in a skilled, thorough, prompt, and professional manner with full documentation of all supporting information necessary to the performance of right of way services.

5.1.2 Consultant shall have entered all required information into the Department's electronic project information tracking system.

5.1.3 Consultant shall have delivered a certified and itemized invoice approved by the Right of Way Project Manager.

5.2 Partial payments may be requested by the Consultant only in special circumstances for some items of work, in lieu of full payment, after services are complete. Partial payments may be issued for the following services only when formally approved in writing by the Department, using a case by case investigation and only on the following conditions:

- a. A partial payment of 40% of the total acquisition fee may be requested, if:
  - i. All signatures have been secured on an Act of Sale or Servitude document, as appropriate, and there are encumbrance problems which require an extended period of time for clearance; or
  - ii. If a succession is required and all potential owners or their agent(s) have given written acceptance of the Department's offer.

- b. A partial payment of 40% of the total relocation assistance fee may be requested, if:
  - i. the relocation assistance explanation of benefits is presented to a family or individual displaced by the planned project; or
  - ii. The owner of the displaced personal property or business submits an inventory approved by DOTD.

5.3 The balance of payment(s) to be paid when the work is completed and the file is submitted and approved by the Department.

#### **ARTICLE VI STIPULATED DAMAGES**

In the event all right of way services are not received by the Department on the due date of this contract or are deficient, the Consultant shall be responsible for costs incurred by the Department resulting from the delay or deficiency. These costs may include, but are not limited to, the costs associated with moving of the letting date of the construction contract for the Project, issuing addenda to the construction proposal/plans, payroll costs plus applicable overhead costs, or any increased cost to the Department when right of way services delay progress on the Project. Consultant shall be liable unto the Department for damages in excess of amounts due to the Consultant under the contract. Further, in the event the Department is required to institute legal action to recover damages, Consultant will be liable unto the Department for all collection costs, including reasonable attorney fees.

#### **ARTICLE VII CONTRACT CHANGES**

7.1 Minor revisions in the described work shall be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the DOTD requires more substantial revisions or additional work beyond that contemplated in Subsection 4.4 hereinabove, which the Consultant believes warrants additional compensation, the Consultant shall notify the DOTD in writing within thirty (30) days of being instructed to perform such work. Failure to provide said written notice shall constitute a waiver of additional compensation for the alleged additional work.

7.2 If the DOTD agrees that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement** or an **Extra Work Letter**. The Consultant shall not commence any additional work until written authority to proceed has been given by the DOTD. An Extra Work Letter shall be utilized in cases when the additional compensation is small and the work does not constitute a change in scope. The cumulative value of all Extra Work Letters shall not exceed 10% of the cumulative value of all contract compensation exclusive of Extra Work Letters (original contract compensation plus all Supplemental Agreements). In all other cases wherein the DOTD agrees that the required work is necessary and warrants additional compensation, a Supplemental Agreement shall be utilized.

7.3 If the DOTD disagrees that additional compensation is due for the required work, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth herein below at Subsections 7.4 and 7.5.

7.4 In the event of Consultant's assertion of any claim for adjustment in contract compensation allegedly due to changes in the scope of work and/or delays or extensions of contract time, the Consultant shall submit the entire claim and supporting documentation to the Department's Consultant Contract Services Administrator within thirty (30) days of the notice. The Consultant Contract Services Administrator shall submit the claim to the Department's Consultant Contracts Claims Committee (hereinafter, "the committee") for review.

7.5 The Consultant shall be notified in writing of the Committee's recommendation, and, if accepted by the Consultant and approved by the Chief Engineer and FHWA, if applicable, the parties hereto shall execute a Supplemental Agreement based upon said recommendation. If the Committee's recommendation is not accepted by the Consultant, the Consultant may file a written appeal to the Chief Engineer. The decision of the Chief Engineer shall be final, and the Consultant shall be notified in writing of the Chief Engineer's decision, which is final and unappealable.

#### **ARTICLE VIII ASSIGNMENT, TRANSFER OR SUBLETTING**

8.1 Consultant shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the Department.

8.2 Consultant hereby agrees that no work or element of any work may be sublet, subcontracted or otherwise transferred to or performed by any other party unless specifically approved by the Department in writing.

#### **ARTICLE IX COMPLIANCE WITH LAWS**

9.1 The Consultant agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990, as amended.

9.2 Consultant agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

9.3 Any act of discrimination committed by Consultant or failure to comply with related statutory obligations, when applicable, shall be grounds for termination of this Contract.

9.4 Consultant hereby agrees to comply with all laws of the State of Louisiana and all laws of the United States and all applicable state and federal policies and procedures.

9.5 Consultant herein agrees to perform all work and provide all services in full compliance with Louisiana Revised Statutes: Title 9, Title 19, Title 38, and Title 48; Louisiana Civil Code; Louisiana

Constitution: Article 1, Section 4, Article VI, Section 21, and Article VII, Section 14; Louisiana Administrative Code: Chapter 70; 49 CFR; 23 CFR; and the Louisiana DOTD Right of Way Manual. The above represent minimal standards which serve as a guide to Consultant in fulfilling the terms of this Contract. The Consultant is hereby notified that he/she/it will be held to strict compliance with the above and that he/she may be held liable for damages resulting from non-compliance.

**ARTICLE X  
CODE OF GOVERNMENTAL ETHICS/CONFLICTS OF INTEREST**

10.1 The consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S 42:1101 et. seq, Code of Government Ethics) applies to the consultant in the performance of services called for in this contract. The consultant agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

10.2 The Consultant warrants that it has no direct or indirect, recent or present or contemplated future personal interest in any property on the captioned project or immediate vicinity.

10.3 The Consultant hereby agrees that it will not represent any other client against the Department concerning any property situated on, adjacent, or adjoining the captioned project and expressly consents and agrees to return to the Department any sums of money it received under this Contract in the event it violates this provision.

**ARTICLE XI  
RECORD KEEPING/AUDITS**

11.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration and/or DOTD auditors shall have the option of auditing all accounts of Consultant which relate to this Contract.

11.2 The Consultant and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under this Contract, for inspection by DOTD and/or the Louisiana Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

11.3 Consultant hereby agrees to immediately furnish any paper, disc, tape, list, record, document, or any other information, whether written, electronic or oral related to the Project, or Consultant's compensation under this contract, upon request of any representative of the Federal Highway Administration or the Louisiana Department of Transportation and Development.

**ARTICLE XII  
OWNERSHIP OF DOCUMENTS**

12.1 All records, reports, documents and other material delivered or transmitted to Consultant by Department shall remain the property of Department, and shall be returned by Consultant to Department, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Consultant to Department, at Consultant's expense, at termination or expiration of this contract.

12.2 The Consultant shall not furnish to any other person or agency a copy of any report prepared for the Department or information contained therein without written permission from the Department.

12.3 All correspondence by the Consultant shall be prepared using the Consultant's letterhead.

### **ARTICLE XIII INSURANCE**

13.1 Insurance – During the term of this contract, the Consultant agrees that they will carry professional liability insurance in the amount of \$1,000,000.00. This insurance will be written on a "claims-made" basis. The Consultant agrees that they will provide the Certificate of Insurance to the DOTD Right of Way Section showing evidence of such professional liability insurance prior to receiving the "Notice to Proceed" from the DOTD Right of Way Section.

13.2 Consultant shall furnish evidence of commitment by the insurance company to notify the Department in writing of any material change, expiration or cancellation of the policy not less than thirty days from such change, expiration or cancellation is effective.

13.3 Upon failure of the Consultant to furnish, deliver and maintain such insurance as required herein, this contract, at the election of the Department, may be immediately declared suspended, discontinued or terminated. Failure of the Consultant to maintain any required insurance shall not relieve the Consultant from any liability arising under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification under Article XV.

### **ARTICLE XIV FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **ARTICLE XV**

## **INDEMNIFICATION**

The Consultant shall indemnify the Department, its officers and employees from all suits, actions or claims brought because of injuries or damage sustained by any person or property due to any act or omission of the Consultant, its employees, agents or assigns; or any act or omission of the Consultant; or claims or amounts recovered from infringements of patent, trademark or copyright; or from claims or amounts arising or recovered under the Workmen's Compensation Act or other law, ordinance, order or decree; and moneys remaining due the Consultant may be retained by the State until such suits, actions, claims for injuries or damages have been settled and/or suitable evidence thereof has been furnished to the Department.

## **ARTICLE XVI TERMINATION FOR CAUSE**

The Department may terminate this Contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. The Consultant may exercise any rights available to him/her/it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Consultant shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the Department to correct the defect.

## **ARTICLE XVII TERMINATION FOR CONVENIENCE**

The Department may terminate the Contract at any time by giving thirty (30) days written notice to the Consultant. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **ARTICLE XVIII RESPONSIBILITY FOR TAXES**

Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Consultant's obligation and identified under Federal Tax Identification No. \_\_\_\_\_.

## **ARTICLE XIX SEVERABILITY**

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.



IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

[Consultant's full legal name]

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

\_\_\_\_\_  
Typed or Printed Name

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax Identification Number

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

By: \_\_\_\_\_  
Secretary

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Kevin Szatmary  
Right of Way Administrator

## EXHIBIT A

### SCOPE OF RIGHT OF WAY SERVICES

#### I. PROJECT MANAGEMENT AND ADMINISTRATION SERVICES

The consultant shall:

- Comply with DOTD's
  - *Title Research Manual*
  - *Operations Manual*
  - 49 CFR
  - USPAP
  - All other applicable laws and regulations
- Attend project kick-off meeting and other meetings
- Provide project field office as directed by DOTD
- Submit a service plan including an appraisal plan and a request for approval of all individuals who are to provide services on this project
- Submit, to DOTD for approval, resumes of staff not already approved in consultant's bid proposal
- Develop project schedule and provide periodic updates as directed by DOTD
- Provide monthly invoices
- Maintain AARS status
- Train and manage sub-consultants
- Testify on behalf of DOTD in legal proceedings
- Implement and maintain quality assurance and quality control program and practices to ensure compliance with DOTD's policy
- Coordinate with Public Information Office and attend public hearings and meetings as required
- And any other tasks and activities necessary to complete project management and administration services

#### II. TITLE RESEARCH SERVICES

The consultant shall:

- Consult Tobin Maps, field rolls, preliminary plans, and assessment records to determine current parcel owner(s) for each parcel
- Research conveyance records and locate and copy deed of acquisition of current owner(s) for each parcel
- Verify from property description that correct, current ownership deed has been located for each parcel
- Make note of book, page, and entry/item/document number, document date and date of recordation for each parcel
- For each parcel make note of the following:
  - Vendee's name(s)

- Gender
- Whether ownership is separate or in community
- Marital status
- Spouse's name if married
- Name(s) of former spouse(s)
- Domiciliary address
- Mailing address
- Social Security Number
- Make note of same information for vendor for each parcel
- Search records for sell offs, servitudes granted or leases, including mineral leases, affecting rights of ownership for each parcel
- Search records for and note existing highway right of way
- Search conveyance records for all acts involving the present owner(s) and each predecessor in title for a time period covering the lesser of three(3) valid transfers or thirty (30) years
  - Should three (3) transfers not date back eleven (11) years abstractor must search as many valid transfers as necessary to complete an eleven (11) year search for each parcel
- Make a copy of and include applicable plat(s) or map(s)
- Search tax rolls to verify that taxes have been paid for last three (3) years. All assessment information is to be copied verbatim from assessment rolls
- Compile title research reports with extracted information beginning with the current owner(s) and then proceeding back the required number of transactions using DOTD's provided forms and format
- Include in each title research report dated signature of the person who performed the research and prepared the report
- Submit title research reports in triplicate original
- Make corrections and provide information as directed by DOTD
- And any other tasks and activities necessary to complete title research services

### III. APPRAISAL SERVICES

The consultant shall:

- Field review the project .
- Identify the appropriate appraisal format (i.e., Form A, Form B or Form C)
- Verify that title research reports and maps agree in detail
- Mail a property owner notification letter to each property owner(s)
- Schedule a meeting with and meet on site with property owner(s) for each parcel
- Document meeting
- Define the appraisal problem by identifying:
  - Fixtures to be valued
  - Property rights to be acquired
  - Objective of appraisal
  - Definition of value
  - Date of value
  - Other limiting conditions for each parcel

- Develop a preliminary survey and appraisal plan including:
  - Data required
  - Data sources
  - Time constraints for each parcel.
- Collect general economic data including:
  - Market
  - Financial
  - Economic
  - Trend
 and location data including
  - Regional
  - Community
  - Neighborhood
 to be analyzed in determining the before value for the subject property
- Collect specific appraisal property data including:
  - Title
  - Zoning
  - Physical characteristics of the site
  - Improvements data
  - Sales data
  - Listings
  - Costs
  - Rental data
- Determine highest and best use for subject property and provide an analysis and justification
- Determine approaches to value that are relevant to the subject property
- Appraise the parent tract
- Value the land in the area of acquisition
- Value the improvements in the area of acquisition
- Reconcile the approaches to value on the improved properties
- Analyze the affect of the acquisition on the remainder
- Estimate the loss in value to the remainder, if any, resulting from the acquisition of the parcel
- Identify the cost of any cures that will eliminate or mitigate damages
- Estimate any additional compensation to which the owner is entitled
- Compose an appraisal report in the form (i.e., Form A, Form B, or Form C) that corresponds to the land use type of the property being appraised and to the complexity of the appraisal assignment
- Sign and date the appraisal report
- Submit the appraisal report to DOTD electronically
- Compile and submit a master binder, which is to include :
  - Inspected comparable sales
  - Verified comparable sales
  - Photographs of comparable sales
- Provide revisions and updates to appraisal reports as directed by DOTD
- Request right of way staking services as required
- Testify on behalf of DOTD in legal proceedings

- Make corrections and provide information as directed by DOTD
- And any other tasks and activities necessary to complete appraisal services

#### **IV. APPRAISAL REVIEW SERVICES**

Appraisal Review Services are not included under this contract.

#### **V. ACQUISITION SERVICES**

The consultant shall:

- Send out project notification letter to each owner via U.S. Mail
- Include in above mailing a copy of DOTD booklet *Acquisition of Right of Way and Relocation Assistance* for each owner
- Examine the title research report to verify accuracy, completeness and usability
- Examine the right of way maps and construction plans to verify accuracy, completeness and usability
- Examine the appraisal report(s) and review sheet for accuracy, completeness and usability
- Notify supervisor of any discrepancy found in any of the above items
- Prepare offer packages including:
  - Just compensation offer letter, including summary of compensation
  - Right of way map sheet
  - Construction plan sheet
  - DOTD booklet *Acquisition of Right of Way and Relocation Assistance*
  - Draft copy of deed
- Set up owner and parcel screens in AARS system
- Update parcel status in AARS as necessary
- Determine the need for a mortgage certificate and order same if needed
- Set an appointment for the initial contact
- Meet with property owner(s) residing in state
  - Present offer package and initiate negotiations
- Mail offer package to out-of-state property owner(s)
- Maintain a log of each contact with each owner
- Prepare administrative settlement reports
- Clear encumbrances
- Prepare and submit to DOTD voucher packages requesting checks to close acquisition transactions
- Deliver acquisition checks to property owners
- Request right of way staking services as required
- Testify on behalf of DOTD in legal proceedings
- Make corrections and provide information as required by DOTD
- And any other tasks and activities necessary to complete acquisition services

#### **VI. RELOCATION ASSISTANCE AND ADVISORY SERVICES**

Relocation assistance and advisory services are not included under this contract.

## **VII. EXPROPRIATION SUPPORT SERVICES**

The consultant shall:

- Prepare suit packages as necessary including:
  - Negotiator's summary report
  - Copy of just compensation letter as certified by agent
  - Copy of the mortgage certificate.
- Continue negotiations as may be required by DOTD
- Make corrections and provide information as directed by DOTD
- And any other tasks and activities necessary to complete expropriation support services

## **VIII. IMPROVEMENT CONTROL SERVICES**

The consultant shall:

- Provide UR packages for acquired uneconomic remainders including:
  - Copy of the title research report
  - Copy of appraisal report
  - Copy of the deed of acquisition
  - Copy of the recordation certificate
  - Copy of the applicable right of way map sheet
  - Copy of the voucher for payment to the owner
- Ensure that each lessee maintains the required liability and renter's insurance for the duration of the lease
- Ensure that an asbestos inspection and assessment report is prepared where required
- Provide inspection reports after vacate with a recommendation for disposal of improvements
- Turn in keys to vacated properties
- Prepare a listing of improvements acquired which are to be removed under the roadway contract, including:
  - Parcel number
  - Owner's name
  - Highway survey station number
  - Right or left of project centerline
- Make corrections and provide information as directed by DOTD
- And any other tasks and activities necessary to complete improvement control services

## **IX. PROJECT PRODUCTION SUPPORT SERVICES**

**Project Production Support Services are not included in this contract.**

Prior to commencing any Project work tasks, the Consultant will be required to secure a written Notice to Proceed Letter from the DOTD Right of Way Section.

NOTICE TO CONSULTANTS

COMPLIANCE WITH TITLE VI OF THE CIVIL  
RIGHTS ACT OF 1964  
AND  
COMPLIANCE WITH TITLE 49 CODE OF FEDERAL  
REGULATIONS, PART 23  
FOR  
FEDERAL AID CONTRACTS  
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant"), agrees as follows:

- (1) Compliance with Regulations: The contract will comply with the regulations of the Department of Commerce relative to nondiscrimination in Federally assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), and will also comply with Title 49, Code of Federal Regulation, Part 23, relative to participation by minority business enterprise, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of sub consultants, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
- (3) Participation by Minority Business Enterprise: The consultant agrees to ensure that Minority Enterprises, as defined in 49 CFR, Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the consultant shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that Minority Business Enterprises have a maximum opportunity to compete for and to perform contracts. The consultant is encouraged to consider the services offered by any banks in the community which are owned and controlled by minorities or women and to utilize such services whenever feasible and beneficial.
- (4) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin, and relative to participation by Minority Business Enterprises.



- (5) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Louisiana Department of Transportation and Development or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Louisiana Department of Transportation and Development, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with nondiscrimination and minority business enterprise provisions of this contract, the Louisiana Department of Transportation and Development shall impose such a contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payment to the consultant under the contract until the consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Louisiana Department of Transportation and Development or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the consultant may request the Department to enter into such litigation to protect the interests of the Department, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

**Professional Service Fees  
Turn Key Right Of Way Services**

	<b>Rate Per Unit</b>	<b>Estimated No. of Units</b>	<b>Total Estimated Fees</b>
<b>1. Title Research:</b>			
Initial Title Abstract	\$540.00		
Title Abstract Update	\$180.00		
<b>2. Appraisal Services:</b>			
<b>Form A:</b> Partial Taking – Commercial or Industrial land w/bldg.	\$7,400.00		
Residential Structures or Vacant Land	\$2,200.00		
<b>Form B:</b> Total Taking – Commercial or Industrial land w/bldg.	\$5,900.00		
Residential Structures or Vacant Land	\$1,400.00		
<b>Form C:</b> Minor, uncomplicated valuations	\$1,100.00		
<b>3. Appraisal Review Services:</b>			
Appraisal Review Services are not included on this project			
<b>4. Business Valuation/Lost Profit Analysis:</b> (Per each Commercial Enterprise)			
	\$6,700.00		
<b>5. Building / Construction Cost Services:</b>			
Construction Cost Estimate (Per Each Major Structure)	\$1,400.00		
Parking Study	\$1,100.00		
Building Cost to Cure Analysis	\$1,800.00		
Billboard Replacement Cost Analysis	\$700.00		
<b>6. Property Negotiations:</b> (Per Ownership)			
Closings / Payoffs (Per Ownership)	\$600.00		
<b>7. Relocation Services:</b>			
Relocation Services are not included under this contract.			
<b>8. Asbestos Inspection &amp; Reporting:</b> (Per Each Structure)			
	\$1,440.00		
<b>9. Improvement Control:</b> (Per Each Structure)			
Type A - Relocatee Vacates	\$120.00		
Type B – Relocatee Continues to Occupy	\$360.00		
<b>Total Contract Fees:</b>			
<b>Contingency:</b>		20%	

REVISED: SEPTEMBER 13, 2011

**STANDARD FORM: DOTD 23-116**

**Professional Right of Way and Related Services**

1. Project Title:			2a. Announcement Date:	2b. Project Number:
3. Name & Mailing address of firm:			3a. Name, title, and telephone number of the contact principal:	
			3b. Mailing address of office to perform work:	
4. Full-time personnel on firm's payroll in all Louisiana Offices, domiciled in Louisiana:				
a. Right of Way Professionals (Agents & Certified Appraisers)			_____	
b. Land Surveying Personnel			_____	
c. Other Personnel not included in above categories			_____	
Total personnel domiciled in Louisiana (a+b+c)			_____	
5. Full-time personnel on firm's payroll, not domiciled in all Louisiana Offices, to be used to this				
a. Real Estate Professionals (Agents & Certified Appraisers)			_____	
b. Land Surveying Personnel			_____	
c. Other Personnel not included in above categories			_____	
Total personnel not domiciled in Louisiana (sum of a, b, c)			_____	
6. Do you presently have sufficient staff to perform these services in the designated time frame? Yes _____ No _____				



8. Brief resume of key persons anticipated to work on this project.					
a) Name, title, and domicile:		b) Project Assignment:			
		c) Percent of time available on this project			
d) Name of firm by which employed full-time:		e) Years of experience:			
		With this firm: _____			
		With other firms: _____			
f) Education: Degree(s)/Years Specialization:		g) Active registration:			
		Year first registered: _____			
		_____			
		Branch: _____			
		_____			
		LA License No.: _____			
		_____			
h) Other experience and qualifications relevant to the proposed project:					

**9. Work by firm (or Sub-Consultants) which best illustrates project experience relevant to this. (Limit 10)**

	<b>1st Project</b>	<b>2nd Project</b>	<b>3rd Project</b>
<b>Project Name &amp; Location</b>			
<b>Project Description</b>			
<b>Nature of firm's responsibility</b>			
<b>Owner's name, address, Owner's contact name, e-mail address and phone</b>			
<b>Completion Date and cost in thousands</b>			

	<b>4th Project</b>	<b>5th Project</b>	<b>6th Project</b>
<b>Project Name &amp; Location</b>			
<b>Project Description</b>			
<b>Nature of firm's responsibility</b>			
<b>Owner's name, address, Owner's contact name, e-mail address and phone</b>			
<b>Completion Date and cost in thousands</b>			

**10. All ownerships currently being negotiated directly for LA DOTD Real Estate.**

	1st Project	2nd Project	3rd Project
<b>Project Number, Name and Location*</b>			
<b>Nature of your firm's responsibility ( also identify if prime or sub)</b>			
<b>Percent complete (by phase/type work)</b>			
<b>Ownerships</b>			
	Total:		

	4th Project	5th Project	6th Project
<b>Project Number, Name and Location*</b>			
<b>Nature of your firm's responsibility ( also identify if prime or sub)</b>			
<b>Percent complete (by phase/type work)</b>			
<b>Ownerships</b>			
	Total:		

\* For retainer contracts, list open task orders individually

\*\* Do not include sub-consultant's fees

11. Use this space to identify other staff members anticipated to work on this project. Also, to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.