

ENGINEERING DEPARTMENT

March 20, 2012

Re: Request For Qualifications for Right of Way Negotiator for 26th Street Widening, St. Louis Avenue Widening, Schifferdecker Widening, Zora Street Widening Capital Improvement Projects

The City of Joplin desires to secure the services of an engineering firm to provide right of way negotiations for General Capital Improvement Projects. The City of Joplin will provide all design documents, title work and survey information. The City may award all or portions of the contract to the consultant. Three RFQs must be submitted for each project of interest.

The consultant for right of way negotiation services shall be selected based on their familiarity with the City of Joplin policies and procedures as well as negotiation skill. The consultant shall provide documentation with examples of specific projects that they have had experience with. The consultant shall be able to carry out the following tasks: Perform a variety of complex and detailed duties in conjunction with acquisition of property for rights-of-way or other uses or for easements; review designs to determine property needs; identify owners and their addresses; writes legal descriptions as needed; coordinate and provide information and assistance as needed to appraisers; meets with owners to attempt negotiation for properties; where necessary, initiates condemnation proceedings by preparing record of negotiations and forwards to City Attorney; may report details to City Council; arranges for payments to owners; testifies in court; refers property changes to County Recorder. The consultant shall coordinate with the survey consultant and shall prepare all deeds and easements. Payment for right of way negotiation services shall be separated into three deliverables as follows:

1. All services for the preparation of all deed documents, the initial contact with the property owner and the delivery of the first offer upon receipt or proof. Payment will not be made until services have been rendered for all properties within the project division. The consultant shall include a not to exceed amount for these services.
2. All services related to negotiation, preparation reports, evaluations of counter offers from seller, preparation of counter offers from city and closing proceedings. Payment will not be made until after close or at such time that it determined that a reasonable agreement cannot be made with the property owner. This determination will be made by the Public Works Director of the City of Joplin. This will be paid on a per monthly basis. The consultant shall document time and expenses for the specific property before payment will be made. The consultant shall estimate the time

needed for negotiation based on previous experience and include a not to exceed amount for these services.

3. Payment for all services related to condemnation proceedings. This shall include preparation of viewing package and any testimony required. This shall be paid on a monthly basis based upon documented time and expenses. The consultant shall allow for time based upon previous experience and an allowance for such proceeding should be included.

Consultants should submit three copies of their qualifications, timeline and experience to me at the above address no later than 12 PM on April 16, 2012. Right of Way negotiation services shall NOT include any fee estimates. Lump sum fees shall not be accepted. The contract shall be cost plus. The contract shall conform to city, state and federal provisions. MoDOT's Engineering Services contract format shall be used. If selected, the consultant shall deliver to the City of Joplin a contract for the City's approval. This contract shall include specific deliverables to which payment will be tied as detailed in the above paragraphs.

Please feel free to contact me at (417) 624-0820 extension 532 with any questions you may have.

Sincerely,

Dave Hunt, E.I.
Transportation Engineer