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CITY OF PARKVILLE ▪ 8880 Clark Avenue ▪ Parkville, MO 64152 ▪ (816) 741-7676 ▪ FAX (816) 741-0013

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# City of Parkville

## Request for Proposal

for

### Appraisal Services

RFP #: 14-3-01

Issued: Monday, March 17, 2014

Responses Due: noon, Tuesday, March 25, 2014

## 1. Overview

This document is a Request for Proposal (“RFP”) for appraisal services. The City of Parkville (“City”) is inviting qualified, licensed appraisers (“Service Provider”) to submit a proposal to prepare a report-format appraisal for approximately 72.23 acres, more or less, with improvements (“Property”).

All responses to this RFP shall be submitted by 12:00 pm (noon), Tuesday, March 25, 2014 to:

Sean Ackerson  
Assistant City Administrator  
City of Parkville  
8880 Clark Avenue  
Parkville, MO 64152

The City reserves the right and sole discretion to accept or reject any and all proposals. If the City chooses to proceed, the City will negotiate a final scope of services, fixed fee, completion date and contract for service on or before April 1, 2014 with a notice to proceed the same week. The selected Service Provider will be required to complete all appraisal services on or before Friday, April 18, 2014. An ability to complete work sooner will be considered favorably.

Questions regarding this RFP should be directed to Sean Ackerson at 816-741-7676 or [sackerson@parkvillemo.gov](mailto:sackerson@parkvillemo.gov). For efficiency, responses to questions will be made available to all parties via posting on the Parkville webpage. Service Providers who provide email addresses will be given notice of additional information via email.

## 2. Purpose

The City desires to have Property appraised to determine the fair-market value with improvements. The purpose of the RFP is to identify a qualified, licensed Service Provider that can offer the highest quality service in the timeliest manner possible and at the best value to the City.

## 3. Scope of Services

The successful Service Provider shall provide the City a written report-format appraisal of the fair market value of Property generally described as:

- eight parcels, containing 72.23 acres, more or less;
- zoned R-4 CUP” Multiple-Family Residential, Community Unit Plan;
- located approximately 0.5 miles from the interchange of I-435 and 45 Highway in Parkville, Platte County, Missouri;
- accessed via Brink-Myers Road, a 28 foot wide (back of curb to back of curb), two lane residential collector with 5 foot sidewalks, and currently providing five points of access to the site;
- served by an 24 inch gravity interceptor (on site) with capacity to serve the site;
- served by a water main with capacity to serve the site;
- having an approved preliminary development plan for 485 residential units, including 69 single-family, 56 townhomes, 72 condos and 288 apartments; and
- having an approved FEMA letter of map amendment based on fill.

The Property is more specifically described and depicted in Attachments A and B.

The services required by the City in connection with this RFP covers the entire spectrum of services customarily provided by real estate appraisers. The Service Provider shall furnish all labor, travel, and incidentals necessary to perform said real estate appraisal services.

**A. Minimum Qualifications:**

1. State of Missouri appraiser's license, active and in good standing.
2. Certified as a general appraiser.
3. Demonstrated ability to provide clear and complete narrative appraisal reports.
4. Documented experience in providing court testimony regarding similar fair market appraisals.

**B. Specific Requirements:**

1. Service Provider shall perform appraisal services in accordance with the guidelines and regulations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP).
2. Service Provider shall research, visually survey and inspect Property and improvements to be appraised, as necessary to complete the appraisal. The Service Provider engaged to perform an appraisal may not delegate the assignment and must personally conduct visual survey and inspections to be completed.
3. Service Provider shall provide a thorough, complete and well-written report, with all necessary narrative, exhibits and supporting information to communicate the appraisal.
4. Service Provider shall provide electronic copies of draft reports, and three (3) signed and sealed final reports and one (1) electronic copy of the same. Appraisal reports will be reviewed prior to acceptance of the product and approval of payment.

**C. Data to be provided by the City:**

1. Legal description, parcel numbers and acreages for the Property;
2. Copies of drawings and data related to the sewer force main and Brink-Myers Road;
3. Copies of the City's zoning map, the Parkville Municipal Code, including the "R-4" zoning district regulations, approved preliminary development plans for the Property and the FEMA approved letter of map adjustment;
4. Prompt response to questions and inquiries;
5. Prompt review of and comments on draft reports; and
6. Prompt notice as to any change in circumstances that may impact the scope of the appraisal.

**4. Submission Requirements**

Responses to the RFP must contain the following information / data.

**A. Vendor Qualifications**

1. Service Provider profile including experience and number of years in business.
2. A summary of qualifications, at a minimum describing the Service Provider's experience in providing appraisal services, comparable work in the area and comparable work provided to government entities, if any.
3. Names, qualifications and experience of personnel to be assigned to the job, with biographies or resumes, including number of years with the Service Provider, work on similar projects, licenses and other pertinent information for each.
4. A detailed statement of the scope of services to be provided with a schedule for completion.
5. All-inclusive fee proposal for the services requested. The price provided is to include all direct and indirect costs including, but not limited to, labor, materials, printing, travel, mileage, incidentals and all out-of-pocket expenses.

6. At least three references where the Service Provider has provided services similar to those described in this RFP within the last two years. Include the organization, contact name, title, location, telephone number, and email address. Include a list of personnel who provided the services. References from municipal or similar government organization and/or companies/organizations located in Parkville or the surrounding area preferred.
7. Any additional information you consider relevant to the selection process.
8. Signature of an authorized representative.

## 5. Evaluation of Proposals

Upon receiving the proposals, the City will review submitted proposals based upon, but not solely limited to, the following criteria. Note that cost and ability to perform will be factors, but not the only factors, in evaluating submitted proposals.

- A. **Completeness and Responsiveness:** Completeness and thoroughness of the response and adherence to the requirements of this RFP.
- B. **Qualifications and Experience:** Demonstrated qualifications and experience of the Service Provider and staff to be assigned to the project, and experience with similar appraisals.
- C. **Approach and Schedule:** The ability to meet the expectations for the appraisal, provide all services detailed in the scope of service, start work immediately upon notification of selection and to complete the work thoroughly and expeditiously.
- D. **References:** Verification that the Service Provider and assigned staff provide the desired services, have experience with similar appraisals, and that work is of a high quality, thorough and completed on-time and within budget.
- E. **Cost:** Fee for all-inclusive appraisal. Cost will only be considered if the Service Provider is determined to be qualified and the submittal is determined to be complete.

Service Providers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Service Provider to clarify or elaborate on the proposal.

## 6. Appraisal Services Agreement

Following selection of a Service Provider, the City shall negotiate a final scope, schedule, fee and contract for services. The final contract for service shall be subject to the terms and conditions contained in the Appraisal Service Agreement included as Attachment C. Depending on the scope of services and related details, additional terms and conditions may be negotiated as part of the final contract.

## 7. Attachments

- A. Property Description (parcel numbers and acreage assigned by the Platte County Assessor's Office)
- B. Property Map
- C. Appraisal Services Agreement

## RFP for Appraisal Services

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### Attachment A – Property Description

The Property consists of the following eight parcels, containing a total of 72.23 acres, more or less. The parcel numbers provided refer to Platte County Assessor's assigned parcel numbers.\* Platte County Assessor's data information may be found online via the Platte County GIS viewer at <http://maps.co.platte.mo.us/>.

20-4.0-19-000-000-006.003  
1.64 acres

20-4.0-19-000-000-029-000  
46.54 acres

20-4.0-19-000-000-030-000  
1.15 acres

20-4.0-19-000-000-031-000  
6.83 acres

20-4.0-19-000-000-032-000  
0.87 acres

20-4.0-19-000-000-033-000  
9.71 acres

20-4.0-19-000-000-034-000  
0.47 acres

20-4.0-19-000-000-035-000  
5.02 acres

\* The Platte County Assessor's data is the best data available as of this time.

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### Attachment B – Property Map

The red boundary on the map below identifies the Property. Note that the Brink Myer Road right-of-way highlighted in light red below is not to be included in the appraisal and has not been included in the Property description in Attachment A.

The map and parcel boundaries (yellow lines) shown below are as shown on the Platte County Assessor's online GIS viewer at <http://maps.co.platte.mo.us/>.\*



\* The Platte County Assessor's data is the best data available as of this time.

## RFP for Appraisal Services

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### Attachment C - Appraisal Services Agreement

THIS SERVICE AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF PARKVILLE, MISSOURI ("City") and \_\_\_\_\_ ("Service Provider").

WHEREAS, the City desires an analysis to determine the fair-market value of 72.23 acres, more or less, with improvements and as described in Attachment A; and

WHEREAS, Service Provider has the necessary staff and qualifications to prepare a report-format appraisal for the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

#### I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all appraisal services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the following services (**final scope to be negotiated prior to execution**):
  - i. Appraiser shall perform appraisal services in accordance with the guidelines and regulations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP).
  - ii. Appraiser shall research, visually survey and inspect property and improvements to be appraised, as necessary to complete the appraisal. The appraiser engaged to perform an appraisal may not delegate the assignment and must personally conduct visual survey and inspections to be completed.
  - iii. Appraiser shall provide a thorough, complete and well-written report, with all necessary narrative, exhibits and supporting information to communicate the appraisal.
  - iv. Appraiser shall provide electronic copies of draft reports, and three (3) signed and sealed final reports and one (1) electronic copy of the same. Appraisal reports will be reviewed prior to acceptance of the product and approval of payment.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider shall perform Services in accordance with the guidelines and regulations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP)
- C. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider\_\_\_\_\_.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed and final reports accepted by the City, on or before 12:00 pm (noon), Friday, April 18, 2014.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates

or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

#### VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
  - i. Is licensed to do business in the State of Missouri;
  - ii. Carries a Best's policy holder rating of A or better; and
  - iii. Carries at least a Class X financial rating.
- B. The City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. The City shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal, or material modification of coverage.

#### VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

#### VIII. OWNERSHIP OF WORK PRODUCT

All documents, materials and work products produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on behalf of Service Provider. The City shall be deemed the author of any such data for which Service Provider has been compensated to produce.

#### IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
  - City of Parkville
  - Attn: City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all work is completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
  - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

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

Lauren Palmer, City Administrator

SERVICE PROVIDER

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

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_