

SCOPE OF SERVICES
For
General Real Estate and Oyster Lease Appraisal Services

I. Introduction and Background

The Coastal Protection and Restoration Authority through its Office of Coastal Protection and Restoration (OCPR) is seeking the services of Certified Appraisers (Contracting Party) to perform appraisals of privately and publicly owned real property throughout the coastal parishes of Louisiana. **OCPR reserves the right to select multiple Contracting Party(s) based upon its needs and the Contracting Party(s) ability to fulfill all of the services listed in paragraph III below.**

OCPR's contract manager will coordinate all efforts throughout the full contract period, and will assign specific tasks to the Contracting Party as needed. In addition to the items listed below, any other information provided by specialists of other fields which is required by the Contracting Party to successfully accomplish the tasks below, will be provided by the OCPR Contract Manager upon the request of the Contracting Party.

II. Performance of Task Order

The Contracting Party shall perform all work required to accomplish the intent of the task order provided by OCPR. The Contracting Party shall be required to commence work on each written task order within ten (10) calendar days of the date of receipt. To perform the required work, the Contracting Party shall provide all professional and support staff and specialists necessary to plan, supervise, perform, and report the required work. The Contracting Party shall furnish all labor, transportation, fuel, equipment, and materials necessary to perform the services required by each task order.

III. Scope of Services

A. Appraisals:

This assignment involves the appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired where coastal protection and restoration projects approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act 101-646 (CWPPRA), Coastal Impact Assistance Program (CIAP) Projects, Surplus Projects (SP), Louisiana Coastal Authority (LCA) Projects, State Projects, federal public works projects (flood protection and levee projects) and the State Master Plan, directly impact privately and/or publicly owned lands in such a way that compensation is called for. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP), Public Law 91-646 and Chapter 12; ER 405-1-2. Please refer to Section A of the Uniform Appraisal Standard for Federal Land Acquisitions for a description of the contents of the appraisal report. Three copies of the report are to be provided to the OCPR, and

reports (including all addenda) must also be submitted in electronic format.

B. Appraisal Updates:

The Contracting Party may be asked to update the appraisals if a project time period is extended. The update will be in one of two formats: minor update or major update. The minor update will be in the format described in USPAP Advisory Opinion 3. This appraisal will require inspecting the property and updating market data to the date of the update request. This type of update will be requested when the property appraised has not undergone a significant change since the original appraisal, and when the time lapse between the date of the original appraisal and the date of the update request is not unreasonably long for the type of real estate involved. A major update will be requested when circumstances require a re-analysis of the factual data in a self-contained appraisal report. This appraisal will also require inspection of the property and updating market data to the date of update request. This type of report will be prepared in the same detail as the original appraisal report.

C. General Requirements:

The Contracting Party must contact each landowner and/or oyster leaseholder by letter before the property is inspected to provide the landowner/lessee the opportunity to accompany the Contracting Party during the property inspection. The letter should be sent within a reasonable amount of time to allow the landowner sufficient notice to be able to accompany the Contracting Party if he/she so chooses. The date of the inspection must be included in the report as well as a copy of the letter contacting the landowner or his representative. The Contracting Party is not required to provide transportation to the landowner or the lessee to the property.

D. For Land Appraisals:

OCPR will provide the Contracting Party a legal description and in some cases a plat or map of the requested appraisal tract. Some lands may have to be acquired fee simple; the fee simple title to the lands, however, will be subject to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all minerals in and under the land and all appurtenant rights for the exploration, development, production and removal of any minerals, but without the right to enter upon or over the surface of the land for the purpose of drilling and extracting the minerals.

Most project lands will not be acquired in fee, but will require surface easements or rights-of-way of varying terms, and may include partial takings. The Contract Manager will provide the Contracting Party the specific estate that corresponds to each task order at the time of assignment. Appraisals should be performed using the sales comparison approach and the cost and income approaches, if applicable. If the appraisal includes the cost approach, an aggregated unit cost method of estimating should be used in the cost approach to value.

E. For Oyster Lease Appraisals:

OCPR will provide the Contracting Party a copy of the oyster lease at the time of assignment. If sufficient information is available, the Contracting Party may determine the fair market value of the affected lease by taking into account comparable sales of other leases in similar locations with similar production capabilities. Alternatively, the Contracting Party may determine the fair market

value of the affected lease by calculating the net income of the lessee at the time of acquisition and the present value of the projected net future income during the remainder of the current lease term, beginning with the next succeeding full calendar year, in the following manner:

1. Estimated future production expenses shall be deducted from estimated future gross income from the affected lease to determine estimated future net income, all on an annual basis, then discounted to present value at a rate intended to reflect the expected rate of return on investment in the Louisiana oyster industry, to determine the present value of such income as of the first day of the calendar year following the year of purchase.
2. Future gross income from the affected lease may be estimated by the Contracting Party based on adequate reliable documentation submitted by the leaseholder, such as sales records, income tax returns, reports and affidavits. In the absence of such documentation, or in conjunction therewith, the Contracting Party may use whatever information may be available from other sources, both public and private, to estimate the average productivity of oyster reefs in the area of the affected lease on the basis of marketable oyster sacks per reef acre, and the market price thereof, then apply such estimate to the reef area of the affected lease.
3. Future production expenses applicable to the affected lease may be estimated by the Contracting Party based on adequate reliable documentation submitted by the leaseholder, such as accounting records, invoices, cancelled checks, payroll records, third party records, income tax returns, reports, and affidavits. In the absence of documentation submitted by the leaseholder, or in conjunction therewith, the Contracting Party may use whatever information may be available from other sources, both public and private, to estimate the average production expenses, present and future, of oyster reefs in the area of the affected lease on a per sack of marketable oysters basis and apply such estimates to the affected lease.

F. Evaluation of Proposals/Offers

Proposals/Offers will be evaluated in accordance with the factors listed below. The individual Contracting Party who wishes to be considered for this contract must be a Louisiana Certified Appraiser (include a photocopy of certification) and have experience in the factors below. It is the intent of OCPR that the individual Contracting Party who prepares and signs the appraisal report will also testify during any litigation that might arise from the projects for which the appraisals are being done. OCPR may award a contract based exclusively on the proposals. Therefore, the proposal should list as much experience as possible.

G. Technical Experience

1. Court Testimony Experience - The proposal should cite the number of times the Contracting Party has testified as an expert witness. The proposal should include specific references regarding the type of case, the case name, the docket number and the name of the court in which the Contracting Party testified and the approximate date. Please specify Federal Court or State Court.
2. Experience in valuation of partial takings - The proposal should list an approximate number of appraisals completed within the last three years. Provide a detailed description of at least three appraisals for each, the proposal should state the approximate size of the parent tract, the taking, the remainder, the type of estate appraised, the highest and best use of the property appraised, and whether there was severance damage to the remainder.
3. Experience in valuation of various land classes - The proposal should list an approximate number of appraisals completed within the last three years for land classes such as:
 - Commercial property or industrial land and buildings with full extent analysis and full extent compensation
 - Residential property with residence
 - Vacant land, including fast lands and wetlands
 - Leased agricultural land
 - Woodland
 - Leasehold interests (i.e. agricultural leases)

In addition, the proposal should state the location of the property, the size of the property, the date of the appraisal and the client's name for at least three appraisals in each land class in which the Contracting Party has performed appraisals.

4. Experience in valuation of unique properties and unusual estates - The proposal should list an approximate number of appraisals completed within the last five years of unique properties or unusual estates. Provide details regarding the type of real estate that was appraised, the highest and best use of the property, the size of the property, the exact location of the property, whether the property was leased, and the purpose of the appraisal.
5. Professional History - The proposal should include information regarding the Proposer's work experience, education, affiliation with professional organizations, designations, publications, and honors and awards received. The proposal must include a copy of the current Louisiana Certification and documentation to illustrate membership in good standing in professional organizations.

H. Expert Witness

In the event a legal proceeding should arise involving work product provided to OCPR under this contract, the individual Contracting Party who wishes to be considered for this contract shall provide expert witness testimony supporting the information provided to OCPR in the course of fulfilling this contract. Performing the function of expert witness may be billable at a different rate than normal appraisal functions. A rate for providing expert witness services must be included in proposal in response to this offering.

MINIMUM REQUIREMENTS

At a minimum, the Contracting Party must be a Certified Appraiser in the State of Louisiana with experience in appraising real estate and oyster leasing. Award will be made to the Contracting Party(s) who provides the best value to OCPR, considering price and all other factors.

IV. Specific Deliveries of Appraisal Documents

1. Estimated Time Schedules - For each assigned appraisal, **if so requested by the OCPR Contract Manager**, the Contracting Party shall submit an estimated time schedule to the OCPR Contract Manager for review and coordination with other project implementation elements.
2. Deliverables - The Contracting Party shall provide to the OCPR Contract Manager the specific deliverables related to each task outlined in Section III herein upon the completion of each appraisal.
3. Monthly Monitoring Reports – The Contracting Party shall report progress on each on-going task to OCPR through use of Monthly Monitoring Reports and shall accompany and support all invoices. All invoices will be submitted to the OCPR Contract Manager in accordance with guidelines and specifications of OCPR.