



## **REQUEST FOR PROPOSALS**

### **Right of Way Appraisal and Valuation for the Lake Powell Pipeline Project**

#### **INTRODUCTION**

The Washington County Water Conservancy District (WCWCD) is a water conservancy district organized and existing under the Utah Water Conservancy Act for the purpose of providing water supply and service to the residents of Washington County. WCWCD projects and facilities include pipelines, well sites, pump houses and pump stations, reservoirs, water tanks, and other water facilities as well as projects intended to recover, conserve, enhance, and protect native species and their habitat.

WCWCD is the principal beneficiary of the Lake Powell Pipeline (LPP) project. The LPP is a proposed 141-mile, 69-inch-diameter water delivery pipeline that begins at Lake Powell near Glen Canyon Dam in Page, Arizona, and ends at Sand Hollow Reservoir near St George, Utah. The pipeline will deliver up to 86,249 acre-feet of water from Lake Powell to Washington County in southwest Utah. The LPP will cross land owned or administered by multiple federal and state agencies and private landowners. Most of the project right of way for pipeline infrastructure is anticipated to be in the form of permanent and temporary easements while right of way for permanent above ground facilities such as pump stations and hydro electric facilities will be acquired in fee and may be partial acquisitions. WCWCD is seeking a firm or firms experienced and capable of performing appraisals and valuations as needed in support of right of way acquisition.

This Request for Proposals (RFP) provides a description of the anticipated general appraisal tasks and the criteria that will be used by WCWCD to evaluate Respondent's proposals.

The WCWCD's Agreement, which includes its standard terms and conditions, is attached and incorporated as Exhibit A. Comments on WCWCD's Agreement must be submitted with the Offeror's proposal. Requests for changes to the agreement language may be considered at the sole discretion of WCWCD and if accepted, must provide demonstrable benefit to WCWCD. WCWCD reserves the right to modify the agreement prior to execution. It is anticipated that at least one, but no more than three (3) contracts may be awarded to qualified Respondent(s) from this advertisement, as multiple appraisal and valuation Task Assignments may be performed simultaneously.



## SCOPE OF WORK

### Overview:

#### **A. Introduction and Background**

- 1) The District is seeking to establish a comprehensive term contract from qualified appraisers or reviewer appraisers hereinafter referred to as Contractor, to provide Appraisal Services for Real Property acquisitions, dispositions, appraisal review, and litigation support as needed.
- 2) The District may award a contract for an appraiser to perform work in one or both of the following categories: General Appraisal and Review Appraisal.
- 3) The service areas consist of the following Utah and Arizona counties: Washington and Kane Counties in Utah; Coconino and Mohave Counties in Arizona.
- 4) Services provided will be on an “on-call” schedule basis upon request of the District.
- 5) To ensure adequate state specific coverage, the District may award multiple contracts to qualified Appraisers experienced in providing partial acquisition appraisal services. The selection of Contractor(s) for an assignment will be determined by the District.

#### **B. General Requirements**

- 1) The Contractor shall have the suitable qualifications and the required certification in the services they propose to provide in Utah and/or Arizona.
- 2) The type, extent, cost, and duration of services provided by the Contractor shall be established between the District and the Contractor prior to providing services.
- 3) The Contractor may not proceed with any task, until written authorization is provided by the District.
- 4) Task assignments and any amendments thereto must be authorized in writing by the District in advance.



- 5) The Contractor shall not provide appraisal work for any private property owner within the project during the duration of the project assignment where the Contractor provides appraisal services to the District. Failure to comply with this requirement will result in termination for default. 'Duration' is defined as from the initial contact to provide appraisal services to notice of Construction Completion as established by the Completion Memo issued by the District
- 6) The Contractor agreeing to perform any task covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of contract.
- 7) Glossary of Terms

Appraiser	Designated Appraiser proposed by the Contractor
Contractor	Firm that is contracted
Reviewer	Designated Appraiser proposed by the Contractor
ROW	Right of Way
USPAP	Uniform Standards of Professional Appraisal Practice

**C. Specific Requirements**

- 1) General Appraisal Reports
  - a. The original task assignment will generally include a lump sum amount for the appraisal and report. Amendments may include a lump sum or hourly rate for an update or for additional work.
  - b. On partial acquisitions, appraisals will always include before and after analysis unless otherwise directed by the District.
  - c. If the subject property is improved, the property must be appraised as improved unless otherwise directed by the District.
  - d. If the District determines that the Appraiser failed to completely perform any of the required tasks, did not provide a sufficient level of information, committed errors of any nature, and/or omitted necessary documentation concerning the work performed, or failed to comply with the requirements of the contract, the Contractor shall agree to correct deficiencies and errors within three (3) business



days of notification, as well as furnish the required documentation at no additional costs to the District.

- e. The District shall have final approval for the determination of the acceptability for the report and submission deadline for reports. Unless specified otherwise, the Appraiser shall prepare each appraisal or appraisal review. The content of each report must be consistent with the intended use. Electronic PDF files for all submittals of reports will be required. Other electronic formats are not acceptable.

## 2) Contractor Selection for Task Assignments

- a. The District is under no financial obligation to any selected Contractor unless the District issues a Task Assignment for a specific assignment.
- b. The District will generally assign tasks to Contractors. The District estimates this method will be utilized for approximately 80% of all task assignments.
- c. If the assignment requires specialized skills, or for project consistency consideration, etc., it may be in the District's best interest to contact only one Contractor or to contact specific Contractors.
- d. To the extent possible, Contractors will be contacted on a rotation basis. However, it may be in the District's best interest to contact only one Contractor or to contact specific Contractors without regard for a rotation.
- e. Each Contractor contacted will have the opportunity to indicate their availability and prepare a proposed inclusive fixed fee for the work assignment in accordance with the following guidelines:
  - i. The Contractor shall submit a written cost proposal for the work, by parcel, if applicable. If subcontract work or specialized service is required for the assignment, Contractor must identify such cost separately. If additional subcontracting work or specialized service is required after the award of the assignment, Contractor must obtain prior approval from the District.



- ii. The Contractor shall not submit offer for any assignment within any particular project where Contractor had any implied or expressed personal and/or business relationship with a property owner.
- iii. The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Contractor's contract.
- f. The District reserves the right to ask all Contractors for a full schedule of fees to show how a Contractor's fixed price offered was determined.

### 3) Expert Witness

- a. The District reserves the right to retain expert appraisal witnesses regarding any parcel after a condemnation case has been prepared. That expert witness will not be selected under the terms of this agreement, and the expert may be an Appraiser who has not been selected or has not proposed on this contract.
- b. At time of contract negotiations, Contractors are expected to submit hourly unit rates which are fair and reasonable.

## **D. Contractor's Responsibilities**

- 1) The Contractor shall meet with the District representative for specific assignment requirements, guidelines, policies, and procedures.
- 2) The Contractor shall perform all requested consulting services in accordance with, but not limited to, specifications set forth herein. The Appraiser shall follow accepted principles and techniques and appropriate appraisal standards in valuation of real property in accordance with existing laws.
- 3) The Contractor shall perform assignments in accordance with the current applicable laws enacted by the States of Utah and Arizona as applicable and rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB).



- 4) At the time a task assignment is issued, all appraisal reports shall conform to the current editions of the following:
  - i. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended, Including 49 Code of Federal Regulations (CFR) Part 24 dated January 4, 2005, and
  - ii. The Uniform Standards of Professional Appraisal Practice (USPAP).
- 5) The Contractor shall complete all work in a responsible and professional manner in accordance with the requirements incorporated in the Task Assignment.
- 6) The Contractor shall initiate contact with property owners to schedule property inspection in accordance with District Policies and Procedures.
- 7) The Contractor shall maintain current copies of required certifications throughout the term of the contract.
- 8) The Contractor shall contact the District Representative immediately if the appraisal needs to be revised and/or updated due to factors beyond the Contractor's control (e.g. District was denied access to the property).
- 9) Revisions as requested by the District resulting from changes in construction and/or right of way plans which may include the addition or deletion of parcels shall be completed upon the agreed schedule following the negotiations for additional services and schedule.
- 10) The Contractor shall perform an in-house quality review of the appraisal (including all mathematical computations, grammar, and valuation methodology) prior to submitting the appraisal report to the District.
- 11) Failure to deliver acceptable reports on the agreed upon due date shall result in the assessment of liquidated damages in the amount of \$300 per calendar day, per report, for each day beyond the due date. The Appraiser bears the risk of mail service or any other method of delivery. If a Contractor cannot deliver the report of an assignment to the District in the agreed upon time, the Contractor must submit in writing a request for extension to the District no later than ten (10) business days prior to the due date. Granting an extension is within the sole discretion of the District. There is no guarantee that an extension will be granted.



- 12) Within five (5) business days after the District approves the acceptability for the initial report submittal(s), the Appraiser will deliver an electronic pdf file and four (4) bound color copies of the final report. The appraisal report package is to be addressed to:  
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT  
ATTN. ZACHARY RENSTROM  
533 EAST WATERWORKS DRIVE  
ST. GEORGE, UTAH 84770  
Packages must be marked Time Sensitive or Urgent. If a delivery service is utilized, a confirmation notice is to be e-mailed to the review appraiser. The Appraiser bears the risk of mail service or any other method of delivery.
- 13) Any updated report required for legal proceedings within 24 months of the date of the original appraisal report, shall be provided at no greater than the original appraisal report fee.
- 14) The Contractor shall be responsible for the appraisal work for the District and shall substantially perform the work. The Appraiser shall physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment. Other staff members of the Contractor may provide assistance in the areas of research, inspections, preparation of exhibits, and acting as the appraiser's assistant. Credit for the assistant's contributions must be given in the report. However, **the analysis and value conclusions must be those of the Appraiser.** As such, only the Appraiser may sign the appraisal report and the Certificate of Appraiser.
- 15) The Contractor shall submit complete reports, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised, and all other required documentation and supporting data.
- 16) The Contractor as directed by the District shall provide expert witness services, including appraisal updates, appearance at legal proceedings in connection with the District's acquisition of the property at a fee, and schedule to be negotiated. **Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels assigned to the appraiser are acquired.**



17) The Contractor may engage a subcontractor only if approved in writing in advance by the District.

**E. District's Responsibilities**

- 1) The District representative shall provide the Contractor with specific assignments, requirements, and applicable policies and procedures.
- 2) In accordance with District Guidelines, Policies and Procedures, the District shall provide or make available the following, if applicable to the assignment and if available:
  - i. Parcel maps or right of way plans, ownership record sheets, construction plans, and title reports.
  - ii. Specific directives and required forms as necessary.
  - iii. All pertinent documents and information contained in the District's files.
  - iv. Written description of the services required and the due date for submission.
  - v. Written authorization to proceed with specified work.
- 3) The District may request correction of errors, clarifications, or explanations, but the District shall not influence the opinion of an Appraiser or Reviewer.

**Special Considerations:**

Respondents should take the following into consideration:

- 1) **Key Personnel:** It is essential that the Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. The Contractor shall immediately notify the Procurement Officer of key personnel changes. Replacement personnel shall be of substantially equal ability and qualifications. All key personnel changes are subject to the written concurrence of the Procurement Officer prior to any billable work being performed.
- 2) **Subcontractors:** It is essential that the Contractor provides adequate experienced subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor agrees that, once assigned to work under



this contract, subcontractors shall not be removed or replaced without written notice to the District. The Contractor shall immediately notify the District of subcontractor changes. Replacement subcontractors shall have substantially similar qualifications and experience. All subcontractor changes are subject to the written concurrence of the District prior to any billable work being performed.

### **QUALIFICATION PROCESS**

#### **Schedule**

July 9, 2020	Request for Proposals published
July 27, 2020 – 5:00 pm	Deadline for submission of proposals
August 3-7, 2020	Video interviews conducted, if desired by WCWCD

#### **Method of Award**

WCWCD will award a contract to the responsible Respondent(s) whose proposal the evaluation committee gives the highest score based on the evaluation criteria identified below. WCWCD anticipates this will be done in August 2020.

#### **Submission Requirements**

An electronic portable document format (PDF) copy of the proposal must be received by WCWCD via email to Jenny Maxwell at [jenny@wcwcd.org](mailto:jenny@wcwcd.org) no later than **5:00 pm** on **July 27, 2020**. A Service Proposal, Cost Proposal, and Sample Reports must be attached in separate PDFs. The subject line of the email must contain "Proposal for Right of Way Appraisal and Valuation for the Lake Powell Pipeline" and the email must clearly identify the name and contact information of the Respondent, including phone number, email, and mailing address. WCWCD assumes no responsibility for delays, whether caused by internet or system failure or any other event.

#### **Evaluation Criteria**

WCWCD will open and evaluate the proposals after the deadline for submission according to the criteria below. Points will be awarded on a scale of 0–10 for each criterion (with zero being the worst and 10 being the best) and weighted according to the following percentages:

1. Experience and work history (20%)
2. Licenses, certifications, special expertise, and other qualifications (20%)
3. Work product samples (20%)
4. Performance ratings and references (20%)



5. Cost (20%)

**Minimum Mandatory Requirements**

Respondents who do not demonstrate appraisal experience in Utah and Arizona will not be considered responsible. Respondents whose proposals do not contain the required content set forth in this RFP will not be considered responsible. The proposals of respondents who are not considered responsible will be rejected.

**Score Thresholds**

A Respondent whose proposal receives a score of less than 70 points (after weighting) will not be considered responsible. A Respondent whose proposal receives a score of one or less (before weighting) for any of the evaluation criteria identified above will not be considered responsible. The proposals of Respondents who are not considered responsible will be rejected.

**Best and Final Offers**

Best and final offers may be allowed, as provided in Utah Code Section 63G-6a-707.5, from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, and score thresholds identified in this document.

**REQUIRED CONTENT**

**Service Proposal**

The service proposal must include the following:

1. Name of firm, location of all offices, and location of principal office serving WCWCD.
2. Age of firm and average number of employees over the past five years in the principal office serving WCWCD.
3. Education, training, qualifications, and availability of key employees of the firm, specifically those in the principal office serving WCWCD.
4. Experience, special technical capabilities and expertise of the firm, and available equipment necessary or useful in pertinent types of professional work.
5. Experience providing overall coordination with other engineering and surveying firms to ensure project monumentation and control points are used consistently.
6. References from at least five clients from previous projects, including two from the preceding year.
7. Proposed use of subcontractors.
8. Summary of company safety policies.



9. Any other relevant information.

**Cost Proposal**

Respondents shall submit proposed hourly rates, markups, unit or fixed price deliverables, document production, information technology fees, or any fee or expense expected to be reimbursed during the course of performing the work. The cost proposal must include a line item cost breakdown for the time, materials, and equipment as they will be charged to WCWCD, including but not limited to:

- a. The hourly cost for each staff member who may be assigned to the contract,
- b. The hourly cost for each staff member who may determine value findings for smaller non-complex acquisitions,
- c. The hourly cost for each expert appraisal witness who may testify in condemnation proceedings,
- d. The cost of any materials needed to provide the Service, and
- e. The hourly cost of any equipment needed to provide the Service.

**Note:** The line-item costs may not be increased except as agreed to and authorized in advance in writing by the District.

**Sample Report Documents**

The submitted sample reports must demonstrate expertise in Arizona and/or Utah appraisal practices.

- 1) Appraisers will submit signed copies of two appraisal reports. One representing a highly complex example of a partial acquisition appraisal report, and the second, representing a simple or moderately complex appraisal report. The appraisal reports must have been prepared and completed for an actual assignment and for an actual client. "Demonstration Reports" will not be accepted. Submissions must detail the Appraiser's understanding of, and approach to, appraisal development and address how each element of the Scope of Work would be accomplished. The sample appraisal reports should be the most recent available.
- 2) The sample appraisal reports selected for inclusion in the application may have been prepared for any agency or property owner. The appraiser must obtain all necessary permissions to submit the report with the proposal.



- 3) The Appraiser must have personally prepared the appraisal report, performed the appraisal analysis, and estimated market value and compensation conclusions. The appraisal report must be signed by the Appraiser as a sole signatory or as co-signer. In either case, whether as sole signatory or as a co-signer, the Appraiser will include a signed statement on the cover of the sample appraisal report as stated below:

I, \_\_\_\_\_, performed the primary appraisal analyses and determined the final valuation and compensation conclusions in this submitted appraisal report.

- 4) Each proposal must include a separate and distinct appraisal report on a different property. The District intends to award contracts based on the qualifications of individual appraisers, not appraisal firms.

This request is designed to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit the content of the proposal or exclude any relevant or essential data. Respondents are at liberty to expand upon the required content to show relevant capability, but **the proposal will be limited to a total of 50 pages excluding covers and table of contents and sample appraisal documents.** The evaluation criteria above provide information on how the proposals will be evaluated and should be considered when drafting the proposal.



### **NOTICE OF REQUEST FOR PROPOSALS**

The Washington County Water Conservancy District is seeking proposals for right of way appraisal and valuation for the Lake Powell Pipeline Project.

Respondents interested in being qualified must submit a proposal by **5:00 pm on July 27, 2020**.  
Click here for the Request for Proposals.

Questions regarding this solicitation should be addressed to Jenny Maxwell, at [jenny@wcwcd.org](mailto:jenny@wcwcd.org).

**AGREEMENT**  
*(Right of Way Appraisal and Valuation for the Lake Powell Pipeline Project)*

This Agreement is made and entered into effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Washington County Water Conservancy District, a political subdivision of the State of Utah (“District”), and <<Insert Firm Name Here>> (“Contractor”), a <<Insert State Here>> corporation.

**RECITALS**

WHEREAS, the District desires to engage a Contractor to perform appraisal and valuation services for rights of way for the Lake Powell Pipeline Project; and

WHEREAS, the Contractor has submitted a proposal and has been selected to perform appraisal and valuation services to the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**SPECIFIC TERMS**

**1. Scope of Work.**

The Contractor will perform the services described in the Proposed Scope of Work (Exhibit A) in consultation with the District and others whom the District may identify from time to time. If adjustments to the Scope of Work are necessary, Contractor must request changes prior to performing work not covered by an approved Scope of Work.

**2. Payment.**

The District shall pay the Contractor in accordance with the <<Fee Proposal, attached as Exhibit B>>, pursuant to monthly invoices submitted by the Contractor. The Contractor will only invoice actual accrued costs. The District will remit payment to the Contractor within 30 days of invoice receipt, subject to the following:

**a. Retainage.**

From the total amount ascertainable as payable, the District may retain an amount equal to ten percent (10%) until final completion of the work. However, after 50% of the work has been completed, the District may make any remaining payments in full if the District determines that

the work is progressing satisfactorily. Also, when the work is substantially complete, the District may release any or all of the amounts retained.

**b. Limits of payment.**

Under no circumstances shall the District make a payment to the Contractor that exceeds the amounts specified in the <<Fee Proposal>>, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and <<Fee Proposal>>.

**c. Withholding payment.**

The District may, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

**d. Penalties.**

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Contractor shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

**3. Commencement and Completion.**

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown.

**GENERAL TERMS**

1. Form of Deliverables. All deliverables shall be produced in both hard copy and electronic formats, including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (\*.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet.

2. Compliance with other contracts. The Contractor shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement.

3. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds.

4. Independent Contractor. Both parties hereto agree that the Contractor shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding

unemployment insurance, disability insurance, and workmen's compensation. As such, the Contractor shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.

5. Insurance. Contractor shall carry insurance required by Laws and Regulations to protect Contractor, the District and the District's officials, employees, and Consultants. Neither Contractor, nor any Subcontractor, shall enter the site of the Work or commence work under this Contract before the District has received and accepted Certificate(s) of Insurance, and Insurance Endorsements, and has issued the Notice to Proceed.

6. Subcontracts. The Contractor shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Contractor agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Contractor shall submit the name of each subcontractor which the Contractor intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

7. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of this Agreement shall vest in the District. The Contractor may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District. Subject to applicable State and Federal laws, regulations, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

8. Confidentiality of Records. The Contractor shall establish, maintain, and practice procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Contractor's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Contractor shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Contractor to disclose information other than as is set forth in this section, prior to doing so, the Contractor shall apply to the District for written permission to make such disclosure.

9. Record Keeping, Audits, and Inspections. The Contractor and any Subconsultants shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds and shall make available for audit and inspection all such records relating to contract services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, for a period of five (5) years from the date of termination of this Agreement or for such period as is required by any other paragraph of this Agreement, whichever is longer. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Agreement, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Contractor until disposition has been made of such disputes, litigation, claims, or exceptions.

10. Sales Tax Exemption. The District's sales and use tax exemption number is 12562246-002-STC. The tangible personal property or services being purchased are being paid from public funds and used in the exercise of the District's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this or another government entity, unless otherwise expressly stated in the Agreement.

11. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.

12. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

13. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

14. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court of the State of Utah.

17. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.

18. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

20. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

21. Partial validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this Agreement shall be considered valid and operative, and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

22. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.

23. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no third party shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

24. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal and State laws and regulations.

25. Equal Opportunity Clause. The Contractor agrees to abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age, disabilities, or other legally protected category. Also, the Contractor agrees to abide by any law or executive order that prohibits sexual harassment in the workplace.

26. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives, and the obligations of the parties shall not merge with any document of title.

27. Assignment. No rights or obligations of the Contractor under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the

District upon the Contractor's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

28. Indemnification. The Contractor agrees to unconditionally and absolutely defend, indemnify, save harmless, and release the District and all its officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of the performance of this Agreement but not for claims arising from the District's sole negligence. This indemnification obligation shall survive any termination of this Agreement. The right of indemnification provided herein shall be in addition to any rights to which the District may otherwise be entitled.

29. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Contractor, as the case may be, when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT  
ATTN. ZACHARY RENSTROM  
533 EAST WATERWORKS DRIVE  
ST. GEORGE, UTAH 84770

<< NAME OF FIRM >>  
ATTN. << NAME >>  
<< ADDRESS >>  
<< CITY, STATE ZIP >>

30. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above, with the option to renew for an additional two (2) years.

31. Termination. This Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. Such termination is to be without prejudice to any claim for damages or other remedy for such breach. Choose whether to include the following: This Agreement may also be terminated without cause by either party, in advance of the specified expiration date, upon ninety (90) days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

32. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.

33. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

34. Attorney fees. Should either party default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing or terminating this Agreement or in pursuing any remedy provided under this Agreement or by applicable law, whether such remedy is pursued by filing suit or otherwise.

35. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

36. Sovereign Immunity. Nothing in this Agreement shall be construed to waive the sovereign immunity of the District.

37. Exhibit. The following exhibits attached hereto are incorporated herein by this reference. If there is any conflict or inconsistency between the terms of this Agreement and the Exhibits, this Agreement governs.

Exhibit A: Scope of Work

Exhibit B: Fee Proposal

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

**WASHINGTON COUNTY WATER  
CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Zachary Renstrom, General Manager

<<FIRM NAME>>

By: \_\_\_\_\_  
<<Name, Title>>

EXHIBIT A  
SCOPE OF WORK

**Overview:**

**A. Introduction and Background**

- 1) The District is seeking to establish a comprehensive term contract from qualified appraisers or reviewer appraisers hereinafter referred to as Contractor, to provide Appraisal Services for Real Property acquisitions, dispositions, appraisal review, and litigation support as needed.
- 2) The District may award a contract for an appraiser to perform work in one or both of the following categories: General Appraisal and Review Appraisal.
- 3) The service areas consist of the following Utah and Arizona counties: Washington and Kane Counties in Utah; Coconino and Mohave Counties in Arizona.
- 4) Services provided will be on an “on-call” schedule basis upon request of the District.
- 5) To ensure adequate state specific coverage, the District may award multiple contracts to qualified Appraisers experienced in providing partial acquisition Appraisal Services. The selection of Contractor(s) for an assignment will be determined by the District.

**B. General Requirements**

- 1) The Contractor shall have the suitable qualifications and the required certification in the services they propose to provide in Utah and/or Arizona.
- 2) The type, extent, cost and duration of services provided by the Contractor shall be established between the District and the Contractor prior to providing services.
- 3) The Contractor may not proceed with any task, until written authorization is provided by the District.
- 4) Task assignments and any amendments thereto must be authorized in writing by the District in advance.
- 5) The Contractor shall not provide appraisal work for any private property owner within the project during the duration of the project assignment where the Contractor provides appraisal services to the District. Failure to comply with this requirement will result in termination for default. ‘Duration’ is defined as from the initial contact to provide appraisal services to notice of Construction Completion as established by the Completion Memo issued by the District
- 6) The Contractor agreeing to perform any task covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of contract.
- 7) Glossary of Terms

Appraiser                      Designated Appraiser proposed by the Contractor

Contractor	Firm that is contracted
Reviewer	Designated Appraiser proposed by the Contractor
ROW	Right of Way
USPAP	Uniform Standards of Professional Appraisal Practice

**C. Specific Requirements**

1) General Appraisal Reports

- a. The original task assignment will generally include a lump sum amount for the appraisal and report. Amendments may include a lump sum or hourly rate for an update or for additional work.
- b. On partial acquisitions, appraisals will always include before and after analysis unless otherwise directed by the District.
- c. If the subject property is improved, the property must be appraised as improved unless otherwise directed by the District.
- d. If the District determines that the Appraiser failed to completely perform any of the required tasks, did not provide a sufficient level of information, committed errors of any nature, and/or omitted necessary documentation concerning the work performed, or failed to comply with the requirements of the contract, the Contractor shall agree to correct deficiencies and errors within three (3) business days of notification, as well as furnish the required documentation at no additional costs to the District.
- e. The District shall have final approval for the determination of the acceptability for the report and submission deadline for reports. Unless specified otherwise, the Appraiser shall prepare each appraisal or appraisal review. The content of each report must be consistent with the intended use. Electronic PDF files for all submittals of reports will be required. Other electronic formats are not acceptable.

2) Contractor Selection for Task Assignments

- a. The District is under no financial obligation to any selected Contractor unless the District issues a task assignment for a specific assignment.
- b. The District will generally assign tasks to Contractors. The District estimates this method will be utilized for approximately 80% of all task assignments.
- c. If the assignment requires specialized skills, or for project consistency consideration, etc., it may be in the District’s best interest to contact only one Contractor or to contact specific Contractors.
- d. To the extent possible, a pool of Contractors will be contacted on a rotation basis. However, it may be in the District’s best interest to contact only one pool Contractor or to contact specific pool Contractors without regard for a rotation.

- e. Each Contractor contacted will have the opportunity to indicate their availability and prepare a proposed inclusive fixed fee for the work assignment in accordance with the following guidelines:
    - i. The Contractor shall submit a written cost proposal for the work, by parcel, if applicable. If subcontract work or specialized service is required for the assignment, Contractor must identify such cost separately. If additional subcontracting work or specialized service is required after the award of the assignment, Contractor must obtain prior approval from the District.
    - ii. The Contractor shall not submit offer for any assignment within any particular project where Contractor had any implied or expressed personal and/or business relationship with a property owner.
    - iii. The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Contractor's contract.
  - f. The District reserves the right to ask all Contractors for a full schedule of fees to show how a Contractor's fixed price offered was determined.
- 3) Expert Witness
- a. The District reserves the right to retain expert appraisal witnesses regarding any parcel after a condemnation case has been prepared. That expert witness will not be selected under the terms of this agreement, and the expert may be an Appraiser who has not been selected or has not proposed on this contract.
  - b. At time of contract negotiations, Contractors are expected to submit hourly unit rates which are fair and reasonable.

#### **D. Contractor's Responsibilities**

- 1) The Contractor shall meet with the District representative for specific assignment requirements, guidelines, policies, and procedures.
- 2) The Contractor shall perform all requested consulting services in accordance with, but not limited to, specifications set forth herein. The Appraiser shall follow accepted principles and techniques and appropriate appraisal standards in valuation of real property in accordance with existing laws.
- 3) The Contractor shall perform assignments in accordance with the current applicable laws enacted by the States of Utah and Arizona as applicable and rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB).
- 4) At the time a task assignment is issued, all appraisal reports shall conform to the current editions of the following:
  - i. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended, Including 49 Code of Federal Regulations (CFR) Part 24 dated January 4, 2005, and

- ii. The Uniform Standards of Professional Appraisal Practice (USPAP).
- 5) The Contractor shall complete all work in a responsible and professional manner in accordance with the requirements incorporated in the assignment.
  - 6) The Contractor shall initiate contact with property owners to schedule property inspection in accordance with District Policies and Procedures.
  - 7) The Contractor shall maintain current copies of required certifications throughout the term of the contract.
  - 8) The Contractor shall contact the District Representative immediately if the appraisal needs to be revised and/or updated due to factors beyond the Contractor's control (e.g. District was denied access to the property).
  - 9) Revisions as requested by the District resulting from changes in construction and/or right of way plans which may include the addition or deletion of parcels shall be completed upon the agreed schedule following the negotiations for additional services and schedule.
  - 10) The Contractor shall perform an in-house quality review of the appraisal (including all mathematical computations, grammar, and valuation methodology) prior to submitting the appraisal report to the District.
  - 11) Failure to deliver acceptable reports on the agreed upon due date shall result in the assessment of liquidated damages in the amount of \$300 per calendar day, per report, for each day beyond the due date. The Appraiser bears the risk of mail service or any other method of delivery. If a Contractor cannot deliver the report of an assignment to the District in the agreed upon time, the Contractor must submit in writing a request for extension to the District no later than ten (10) business days prior to the due date. Granting an extension is within the sole discretion of the District. There is no guarantee that an extension will be granted.
  - 12) Within five (5) business days after the District approves the acceptability for the initial report submittal(s), the Appraiser will deliver an electronic pdf file and four (4) bound color copies of the final report. The appraisal report package is to be addressed to:  
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT  
ATTN. ZACHARY RENSTROM  
533 EAST WATERWORKS DRIVE  
ST. GEORGE, UTAH 84770  
Packages must be marked Time Sensitive or Urgent. If a delivery service is utilized, a confirmation notice is to be e-mailed to the review appraiser. The Appraiser bears the risk of mail service or any other method of delivery.
  - 13) Any updated report required for legal proceedings within 24 months of the date of the original appraisal report, shall be provided at no greater than the original appraisal report fee.
  - 14) The Contractor shall be responsible for the appraisal work for the District and shall substantially perform the work. The Appraiser shall physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment. Other staff members of the Contractor may provide assistance in the areas of research, inspections, preparation of exhibits, and acting as the appraiser's assistant. Credit for the assistant's contributions must be given in the report. However, **the analysis and value**

**conclusions must be those of the Appraiser.** As such, only the Appraiser may sign the appraisal report and the Certificate of Appraiser.

- 15) The Contractor shall submit complete reports, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised, and all other required documentation and supporting data.
- 16) The Contractor as directed by the District shall provide expert witness services, including appraisal updates, appearance at legal proceedings in connection with the District's acquisition of the property at a fee, and schedule to be negotiated. **Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels assigned to the appraiser are acquired.**
- 17) The Contractor may engage a subcontractor only if approved in writing in advance by the District.

#### **E. District's Responsibilities**

- 1) The District representative shall provide the Contractor with specific assignments, requirements, and applicable policies and procedures.
- 2) In accordance with District Guidelines, Policies and Procedures, the District shall provide or make available the following, if applicable to the assignment and if available:
  - i. Parcel maps or right of way plans, ownership record sheets, construction plans, and title reports.
  - ii. Specific directives and required forms as necessary.
  - iii. All pertinent documents and information contained in the District's files.
  - iv. Written description of the services required and the due date for submission.
  - v. Written authorization to proceed with specified work.
- 3) The District may request correction of errors, clarifications, or explanations, but the District shall not influence the opinion of an Appraiser or Reviewer.

#### **Special Considerations:**

Respondents should take the following into consideration:

- 1) **Key Personnel:** It is essential that the Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. The Contractor shall immediately notify the District of key personnel changes. Replacement personnel shall be of substantially equal ability and qualifications. All key personnel changes are subject to the written concurrence of the District prior to any billable work being performed.
- 2) **Subcontractors:** It is essential that the Contractor provides adequate experienced subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor agrees that, once assigned to work under this contract, subcontractors shall not be removed or replaced without written notice to the District. The Contractor shall immediately notify the District of subcontractor changes. Replacement subcontractors shall have

substantially similar qualifications and experience. All subcontractor changes are subject to the written concurrence of the District prior to any billable work being performed.

EXHIBIT B  
FEE PROPOSAL