

## RESOLUTION 2020-19

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING PROFESSIONAL SERVICES CONTRACTS FOR APPRAISAL SERVICES

**WHEREAS**, South Weber City has occasional need of appraisal services; and

**WHEREAS**, the City Procurement Policy allows for a service provider pool including multiple businesses to be under contract simultaneously; and

**WHEREAS**, a request for proposals (RFP) was advertised on both May 7<sup>th</sup> and May 14<sup>th</sup>; and

**WHEREAS**, four (4) submittals were received, namely: The Cook Group; Lang Appraisal Service; Landmark Research Group, LLC; and Western States Valuation; and

**WHEREAS**, an evaluation committee comprised of Engineer Brandon Jones, Engineer Dana Shuler, City Manager David Larson, and City Recorder Lisa Smith rated the proposals based on transmittal letter, qualifications, experience, reference, schedule, and fee; and

**WHEREAS**, the top three rated businesses are being forwarded, namely, The Cook Group; Lang Appraisal Service; and Western States Valuation are being presented to the City Council for contract approval allowing the City to utilize the services of these businesses on an as needed basis;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** Appraisal service contracts attached as Exhibits 1, 2 and 3 are hereby awarded to the following firms:

1. The Cook Group
2. Lang Appraisal Service
3. Western States Valuation

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

Roll call vote is as follows:

Council Member Alberts	<input checked="" type="radio"/>	FOR	AGAINST
Council Member Halverson	<input checked="" type="radio"/>	FOR	AGAINST
Council Member Petty	<input checked="" type="radio"/>	FOR	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	FOR	AGAINST
Council Member Winsor	<input checked="" type="radio"/>	FOR	AGAINST

  
Jo Sjoblom, Mayor



  
Attest: Lisa Smith, Recorder

**EXHIBIT 1**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH THE COOK GROUP**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
City South Weber City	<a href="#">The Cook Group</a>
David Larson, City Manager	<a href="#">David D. Cook, Managing Principle</a>
1600 E. South Weber Drive	<a href="#">4525 S 2300 E #103</a>
South Weber, UT 84405	<a href="#">Holladay UT 84117</a>
801-479-3177	<a href="#">801-484-1300</a>
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:DavidC@thecookgroup.com">DavidC@thecookgroup.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.



24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**The Cook Group**

\_\_\_\_\_  
David D. Cook, Managing Principle

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.



### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



Proposal Submission for  
**RFP #NS20-91 – On Call Property Appraisers**  
South Weber City

Submitted by:  
**David D. Cook**  
**The Cook Group**

4525 South 2300 East, Suite 103  
Holladay, Utah 84117  
Phone: (801) 484-1300  
Fax: (801) 484-1388  
Email: [DavidC@thecookgroup.com](mailto:DavidC@thecookgroup.com)  
[www.thecookgroup.com](http://www.thecookgroup.com)

The Cook Group, Inc. is a Salt Lake-based real estate appraisal firm, formed in October 1993. David D Cook is the managing principle of the firm, which employs three Certified General Appraisers and two Appraiser Trainees at 4525 S 2300 East, Suite 103, Holladay. The focus of The Cook Group is to provide professional real estate appraisal services, with a valuation conclusion representative of the current market. The firm has extensive and routine experience in all types of real estate appraising (residential, commercial/industrial, undeveloped land and partial to total acquisitions). The Firm holds commercial appraisal licenses in Utah, California and Idaho.



May 18, 2020

Lisa Smith and Dana Schuler  
South Weber City  
LSmith@southwebercity.com  
Dana@jonescivil.com

Attn: Lisa Smith and Dana Schuler,

RE: RFP #NS20-91 – On Call Property Appraisers

The approach of The Cook Group is aimed at meeting the needs of our clients. The Cook Group has many years of experience in litigation providing expert witness services; please see the Litigation Service references located in the Appendix. In addition to litigation, The Cook Group staff uses an efficient appraisal model and thus capable of completing complex appraisal problems in a timely manner. To achieve this result, the staff utilizes current information from a variety of sources, such as: County websites, MLS listings, market research from local sources, Site To Do Business website, and other resources as needed. The Cook Group communicates (via email, phone and other methods) and disseminates appraisal reports using current electronic formats such as: word processing, and static electronic formats (such as .pdfs). The firm has extensive experience and has specialized experience on the following subject types: public facilities (schools, civil buildings, recreational buildings, commercial buildings, state fairgrounds, Fort Douglas, Utah Air National Guard Base), offices and retail spaces, medical facilities, golf courses, multi-family/residential, eminent domain cases, and has conducted appraisals for the U.S. Army Corp of Engineers.

We intend to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.

We do not discriminate in our employment practices with regard to race, color, religion, age, sex (except as provided by law), marital status, political affiliation, national origin, or handicap.

We certify that the person signing the submittal is authorized to do so on behalf of the respondent.

Please contact Vicki Millett, Administrative Assistant, at (801) 484-1300 or at email@thecookgroup.com for any questions or concerns.

Sincerely,

David D. Cook, Candidate for Designation, Appraisal Institute

Utah State-Certified General Appraiser Certificate 7445742-CG00, Expires 12-31-20
--

## Table of Contents

PROPOSER'S QUALIFICATIONS .....	4
QUALIFICATIONS AND EXPERIENCE - .....	5
EXPERIENCE .....	5
REFERENCES .....	6
SCHEDULE .....	6
FEE PROPOSAL .....	7
APPENDIX.....	8
APPENDIX A – QUALIFICATIONS, LITIGATION APPRAISAL SUMMARY, LICENSES .....	9
QUALIFICATIONS OF DAVID D. COOK, APPRAISER.....	9
LITIGATION APPRAISAL SUMMARY - DAVID COOK .....	11
DAVID D. COOK'S UTAH LICENSE – CERTIFIED GENERAL APPRAISER.....	12
QUALIFICATIONS OF DANIEL B. GOODMAN, APPRAISER.....	13
DANIEL GOODMAN'S UTAH LICENSE – CERTIFIED GENERAL APPRAISER.....	15
QUALIFICATIONS OF WILLIAM L. POYER, MAI .....	16
WILLIAM POYER'S UTAH LICENSE – CERTIFIED GENERAL APPRAISER .....	18
MARK LARSON'S UTAH LICENSE – APPRAISER TRAINEE.....	19
TAYLER PICCOLO'S UTAH LICENSE – APPRAISER TRAINEE .....	19
APPENDIX B – PROFESSIONAL LIABILITY .....	21

## Proposer's Qualifications

The Cook Group, Inc. is a Salt Lake-based real estate appraisal firm, formed in October 1993. The firm is a Utah Corporation licensed to do business (Utah Business Entity #1138870-0142). David D Cook is the managing principle of the firm, which employs four Utah State Certified General Appraisers, as well as a property researcher/prospective trainee, and an admin at 4525 S 2300 East, Suite 103, Holladay. The focus of The Cook Group is to provide professional real estate appraisal services, with a valuation conclusion representative of the current market. The firm has extensive and routine experience in all types of real estate appraising (residential, commercial/industrial, undeveloped land and partial to total acquisitions).

Jonathan Cook, MAI founded the firm and was an Appraiser since 1980. He passed away in 2016 due to cancer. David D Cook his son and business partner took over The Cook Group in his stead. David D Cook has been a part of the cook group for over 16 years. Mr. Cook has been an appraiser for 10 years and is a Utah State Certified General Appraiser (License # 7554742-CG00), while also holding licenses in California and Idaho. He is a Candidate for Designation with the Appraisal Institute working toward his MAI and is currently in good standing. He graduated from the University of Utah with a BS in Economics. His professional consulting and appraisal services encompass residential and commercial properties not only in Utah, but in neighboring intermountain states and the entire western region as well. Mr. Cook is an expert witness in eminent domain cases and other litigation cases involving real estate values. See his testimony summary in the Addendum. William Poyer, MAI and Utah State Certified Appraiser works on any reports requiring an appraiser with the MAI designation at The Cook Group.

The Cook Group is submitting this proposal to provide appraisal services in all categories of property valuation outlined in the Real Estate Appraisal Services RFP. Those categories are: (a) Residential, (b) Commercial /Industrial, and Undeveloped land, and (c) Miscellaneous valuations for partial or total acquisitions. The firm is sufficiently staffed and has all necessary equipment to provide the aforementioned services.

**Qualifications and Experience -**

**Appraisers -**

<b>Name</b>	<b>Years in Field</b>	<b>Certification #</b>	<b>Professional License Type</b>
David D Cook	15	7445742-CG00	Certified General Appraiser
Dan Goodman	30	5467879-CG00	Certified General Appraiser
William Poyer, MAI	35	9444126-CG00	Certified General Appraiser/MAI
Mark Larsen	1	11517178-TR00	Appraiser Trainee
Tayler Piccolo	1	11517176-TR00	Appraiser Trainee

**Other Key Employee –**

Vicki Millett, who has worked at The Cook for over 6 years, helps with admin duties, communication with clients, typing reports, billing and other support services.

**Experience**

We have extensive experience in residential, commercial, agricultural properties. All work is done on site and our office locally in Utah.

Note: Resumes, educational background and experience of each Appraiser is located in the Appendix.

## References

Client	Contact	Phone #/Email	Description	Date of Service
Salt Lake County Real Estate Section	Gary Ladle	(801) 468-0373 gladel@slco.org	Various Appraisals in Salt Lake County	2010-2020
State of Utah, Office of the Property Rights Ombudsman	Cyndy Nelson	(801) 530-6391 cwnelson@utah.gov	Appraisals of Various properties for eminent domain ranging from residential homes, land, commercial properties, throughout Weber, Davis, Salt Lake, Utah, Duchesne Counties	2010 -2020
Salt Lake Valley Law Enforcement Service Area	Frank Nakamura	(385) 468-9671 FNaKamura@updsl.org	Confidential Law Enforcement Facility	2020

Above is a list of references and select jobs which are show relevant experience for the City Proposal. It is noted that for the majority of clients above we have provided service to and appraisal assignments for many other properties not listed and for much further than just one year of experience. We have listed the most recent, relevant assignments. As can be seen we have numerous years of experience in all of Utah, including all of Weber and Davis Counties, and in conducting appraisal assignments of all types including for takings and eminent domain.

## Schedule

A typical project timeline for appraisal reports runs between 1-4 weeks depending on size of project. Gary Ladle, Salt Lake County; Frank Nakamura, Salt Lake City; and Cyndy Nelson, State of Utah, would corroborate that project timelines are consistently met by The Cook Group.

## Fee Proposal

1. Hourly rate for residential parcels

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$500 (house or land on form) - \$2,500 (larger narrative)

2. Hourly rate for commercial land and institutional parcels

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$1,900-\$3,500 depending on type and scope

3. Hourly rate for easements and takings

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$2,500-\$3,250 depending on type and scope

4. Hourly rate for court appearance/preparation

Principal \$325/hour

Associate \$225/hour

## Appendix



## Appendix A – Qualifications, Litigation Appraisal Summary, Licenses QUALIFICATIONS OF DAVID D. COOK, APPRAISER

**Education:** Bachelor of Science (Economics), University of Utah, 2009.

**Appraiser Licenses:**

Certified General Appraiser State of California - #3002850, expiration 12/23/2020  
 Certified General Appraiser State of Utah - #7445742-CG00, expiration 12/31/2020  
 Certified General Appraiser State of Idaho - #CGA-4193, expiration 8/13/2020

**Professional Affiliations and Associations:**

Candidate for Designation, Appraisal Institute – 2016

**Experience:**

2006-2008 - Property Researcher and Analyst, The Cook Group, Inc.  
 2009- Present – Appraiser and Consultant of Real Estate, The Cook Group, Inc.

**Appraisal Courses with Successful Completion of Examination:**

Basic Appraisal Principles	2009 Appraisal Institute
Basic Appraisal Procedures	2009 Appraisal Institute
15 Hour National USPAP	2009 Appraisal Institute
Residential Market Analysis and Highest and Best Use	2010 Appraisal Institute
Residential Site Valuation and Cost Approach	2010 Appraisal Institute
Residential Sales Comparison and Income Approach	2010 Appraisal Institute
Residential Report Writing and Case Studies	2010 Appraisal Institute
7 Hour National USPAP Course	2011 Appraisal Institute
Appraising Just Compensation Eminent Domain Valuation	2012 Utah Land Use Institute
Real Estate Finance Statistics and Valuation Modeling	2013 Appraisal Institute
General Appraisal Market Analysis And Highest and Best Use	2013 Appraisal Institute
General Appraiser Sales Comparison Approach	2013 Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2014 Appraisal Institute
General Appraiser Income Approach Part I	2014 Appraisal Institute
General Appraiser Income Approach Part II	2014 Appraisal Institute
General Appraiser Report Writing and Case Studies	2014 Appraisal Institute
7 Hour National USPAP Course	2014 McKissock Appraisal
Commercial Appraisal Review	2014 McKissock Appraisal
Expert Witness for Commercial Appraisers	2014 McKissock Appraisal
Online Business Practices and Ethics	2016 Appraisal Institute
7 Hour National USPAP Course	2016 Appraisal Institute
Cool Tools: New Technology for Real Estate	2016 Appraisal Institute
Small Hotel/Motel Valuation	2016 Appraisal Institute
The Nuts and Bolts of Green Building	2016 McKissock Appraisal

Introduction to Legal Descriptions	2017 McKissock Appraisal
Introduction to Expert Witness Testimony for Appraisers: To Do or Not to Do	2018 McKissock Appraisal
7 Hour National USPAP Course	2018 Appraisal Institute
Laws and Regulations for California Appraisers	2018 McKissock Appraisal
Divorce and Estate Appraisals: Elements of Non-Lender Work	2018 McKissock Appraisal
Eminent Domain and Condemnation	2018 Appraisal Institute
Online Data Verification Methods	2018 Appraisal Institute
Essential Elements of Disclosures and Disclaimers	2019 McKissock
Supervisory Appraiser/Appraiser Trainee Course	2019 Dynasty School

**Partial Clientele List**

<b>FINANCIAL INSTITUTIONS</b>	<b>LAW FIRMS/OTHER COMPANIES</b>	<b>GOVERNMENT/INSTITUTION</b>
American Bank of Commerce	Broadbent Law, PLLC	Bluffdale City
America First Credit Union	Burbidge, Mitchell & Gross	Community Development Finance Alliance
American United Federal Credit Union	The Church of Jesus Christ of Latter-Day Saints	Draper City
Bank of Southern California	Durham, Jones & Pinegar	Herriman City
Bank of Utah	Friends of Alta	JSSD
Bank of the West	Golden Eagle Oil	Kern River Gas Transmission Company
Capital Community Bank	Grant & Grant PC	Midvale City
Celtic Bank	Hale Wood, PLLC	Murray City Corp.
Central Bank	Hirschi Steele & Baer, PLLC	Provo City
Christensen and Larson Investment Co	Ivory Homes	Redevelopment Agency of Salt Lake
Citizens Community Bank	Jones Waldo	Salt Lake City
Comerica Bank	Kelly & Bramwell PC	Salt Lake County
Cyprus Credit Union	Kirton and McConkie	State Of Utah
Deseret First Credit Union	Mitchell Barlow & Mansfield, P.C.	Twin Creek SSD
FinWise Bank	Mountain States Steel	Redevelopment Agency of Tooele
Great Western Insurance Company	Ormond Builders	University of Utah
Hanmi Bank	Parr, Brown, Gee, & Loveless	UTA
Meadows Bank	Pia Anderson Dorius Reynard & Moss	Utah Open Lands
Ministry Partners Investment Company	Ray Quinney & Nebeker	Utah Property Management Association
Mountain America Credit Union	Richards Brandt Miller Nelson	Utah School & Institutional Trust Lands Administration
Mountain West Small Business Finance	Rocky Mountain Power	West Jordan City
National Asset Management Group	Shumway, Van, Hansen	
NorthMarq Capital	Snell & Wilmer	
Proficio Bank	Stevenson & Smith Law Firm	
Rock Canyon Bank	Stewart Title Guaranty Company	
Security National Life Insurance	Stoel Rives	

Sentry Financial Corp.	Strong and Hanni	
Spirit of Texas Bank	Strong Porsche	
Still Water Development	Sugarplum Homes, LLC	
University Federal Credit Union	Universal Field Services	
US Bank	Van Cott, Bagley, Cornwall and McCarthy	
US Small Business Administration	Woodbury Corporation	
Utah County Credit Union	Young Electric Sign Co	

## LITIGATION APPRAISAL SUMMARY - DAVID COOK

Date	Client	Property	Address	Type
January 10, 2019	Hogan Lee Hutchison	Curt Marcantel Property	1064 Park Avenue Park City	Deposition
August 28, 2017	Mitchell, Barlow & Mansfield, PC	Boggess-Draper, LLC Property	263 West 11400 South Draper	Deposition
March 30, 2016	Richards Brandt Miller Nelson	Mitchell Property	2476 Cedarline Loop Tooele County	Court Testimony

David Cook has not published any articles or books within the last ten years.

David D. Cook's Utah License – Certified General Appraiser

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 12/12/2018  
EXPIRATION DATE: 12/31/2020  
LICENSE NUMBER: 7445742-CG00  
LICENSE TYPE: Certified General Appraiser  
ISSUED TO: DAVID COOK  
4525 S 2300 E SUITE 103  
HOLLADAY UT 84117



  
\_\_\_\_\_  
HOLDERS OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

Form #2

## QUALIFICATIONS OF DANIEL B. GOODMAN, APPRAISER

**Education:** Bachelor of Arts (Finance, Real Estate Emphasis), University of Utah, 1989.

**Appraiser Licenses:** State Certified General Appraiser (State of Utah #5467879-CG00)

### Appraisal Courses & Seminars

Real Estate Principles	1988 University of Utah
Real Estate Finance	1988 University of Utah
Real Estate Appraisal and Investment	1989 University of Utah
Real Estate Appraisal Principles	1990 AIREA
Basic Valuation Procedures	1991 Appraisal Institute
Standards of Professional Practice, Part A	1991 Appraisal Institute
Standards of Professional Practice, Part B	1991 Appraisal Institute
Capitalization Theory and Techniques, Part A	1991 Appraisal Institute
Capitalization Theory and Techniques, Part B	1991 Appraisal Institute
Standards of Professional Practice, Part A	1996 Appraisal Institute
Standards of Professional Practice, Part B	1997 Appraisal Institute
Advanced Applications	1999 Appraisal Institute
Successful Real Estate Investing	2000 Appraisal Institute
Appraising Conservation Easements	2000 Appraisal Institute
Standards of Professional Practice, Part A	2000 Appraisal Institute
Report Writing and Valuation Analysis	2000 Appraisal Institute
Appraisal Issues in Condominium Development	2001 Appraisal Institute
Standards of Professional Practice, Part B	2001 Appraisal Institute
Advanced Sales Comparison and Cost Approaches	2003 Appraisal Institute
7-Hour National USPAP Update	2004 Appraisal Institute
Highest & Best Use and Market Analysis	2005 Appraisal Institute
Business Practices and Ethics	2005 Appraisal Institute
7-Hour National USPAP Update	2006 Appraisal Institute
Quality Assurance in Residential Appraisals	2007 Appraisal Institute
Land Valuation Adjustment Procedures	2007 Appraisal Institute
Scope of Work: Expanding Your Range of Services	2008 Appraisal Institute
7-Hour National USPAP Update	2008 Appraisal Institute
Appraising Convenience Stores	2009 Appraisal Institute
Real Estate Finance, Value, and Investment Performance	2009 Appraisal Institute
Business Practices and Ethics	2010 Appraisal Institute
7-Hour National USPAP Update	2010 Appraisal Institute
Short Sales, Beyond the Basics	2010 DW Moore
Residential Site Valuation and Cost Approach	2011 Appraisal Institute
Subdivision Valuation	2011 Appraisal Institute
7-Hour National USPAP Update	2012 Appraisal Institute
2013 Legislative Report to Appraisers	2013 UAA
Mortgage Fraud – Protect Yourself!	2014 McKissock

Land and Site Valuation	2014 McKissock
Appraisal of Self-Storage Facilities	2014 McKissock
2014-2015 7-Hour National USPAP Update	2014 McKissock
Appraisal of Industrial Incubators	2015 McKissock
Appraisal of Land Subject to Ground Leases	2016 McKissock
Appraisal of Owner-Occupied Commercial Properties	2016 McKissock
2016-2017 7-Hour National USPAP Update	2016 McKissock
Basic Hotel Appraising – Limited Service Hotels	2018 McKissock
The Basics of Expert Witness for Commercial Appraisers	2018 McKissock
Advanced Hotel Appraising – Full Service Hotels	2018 McKissock
2018-2019 7-Hour National USPAP Update Course	2018 McKissock
Business Practices and Ethics	2018 Appraisal Institute
Analyzing Operating Expenses	2019 Appraisal Institute
Appraising Automobile Dealerships	2020 Appraisal Institute
2020-2021 7-Hour National USPAP Update Course	2020 McKissock

**Memberships &**

**Affiliations:** State Certified General Appraiser (State of Utah #5467879-CG00)

**Related Experience:**

1990-91 Topham, Bennett & Coon; Researcher  
1991-92 Wetherill Co.; Dallas, Texas; Researcher  
1992-1993 Appraisal Associates, Inc.; Staff Appraiser  
1993-Present Cook Group; Staff Appraiser

**Property Types Appraised:**

Apartment Complexes	Manufacturing Plants
Assisted Living Facilities	Medical Office Buildings
Automobile/Truck Dealerships	Mini Storage Facilities
Bed and Breakfast Inns	Mobile Home Parks
Cemeteries/Mortuaries	Motels
Convenience Stores/Service Stations	Nurseries
Corridors	Nursing Homes
Day Care Centers	Office Buildings
Facilities & Equipment	Office/Warehouse Buildings
Golf Courses	Patented Mining Claims
Grocery Stores	Research and Development Buildings
Hotels	Residential Subdivisions
Industrial Buildings	Residential Care Facilities
Laboratory Facilities	Restaurants
Land - Commercial	Retail Strip Centers
Land - Farm	Shopping Centers
Land - Grazing	Single Family Homes
Land - Recreational	Truck Service Centers
Land - Residential	Warehouse Buildings
Land - Wetlands	

Daniel Goodman's Utah License – Certified General Appraiser

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 05/05/2020

EXPIRATION DATE: 06/30/2022

LICENSE NUMBER: 5467879-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: DANIEL B GOODMAN  
3802 MORGAN BLVD  
CEDAR HILLS UT 84062



*Daniel B Goodman*  
SIGNATURE OF HOLDER

*[Signature]*  
REAL ESTATE DIVISION DIRECTOR

Page 01

# QUALIFICATIONS OF WILLIAM L. POYER, MAI

## LICENSES

Licensed Real Estate Broker, State of Florida (BK0374812)

Certified General Appraiser, State Of Florida (RZ0001820)

## PROFESSIONAL MEMBERSHIP

Naples Area Board of Realtors, Naples, Florida

Appraisal Institute, MAI designated member

## EDUCATIONAL BACKGROUND

1982 University of Florida, Bachelor of Science in Business Administration.

Major in Real Estate and Urban Analysis.

## COURSES ATTENDEND & PROFESSIONAL ACHIEVEMENTS

Mr. Poyer has attended over 2,000 hours of real estate courses and seminars his past 25 year real estate career. At the University of Florida, Mr. Poyer graduated from the real estate program that included real estate courses in real estate law, investment & feasibility analysis, finance, and appraising, along with a semester working in research at the University's respected Bureau of Business & Economic Research (BBER).

After graduation from the University, Mr. Poyer pursued & achieved the MAI designation, from the Appraisal Institute. To obtain the professional designation, you must complete rigorous educational requirements, submit extensive specialized experience, demonstrate report writing abilities, and pass a comprehensive two day exam. As a member, you must conduct professional activities in accordance with a stringent code of ethics, submit to peer review process. Additionally, members must adhere to strict continuing education requirements to ensure they are up to date with the evolving real estate field. The MAI designation has long been recognized by courts of law, governmental agencies, financial institutions and investors as a mark of excellence in the field of real estate valuation and analysis.

Some recent courses completed by Mr. Poyer include; National USPAP, Business Practices & Ethics, Analyzing Distressed Real Estate, Local Retail Properties, Small Hotel/Motel Valuation, Nursing Facilities, Convenience Stores & QSR, Forecasting Revenue, Feasibility, and a new course titled; Market Value, Investment Timing: Option Value.

## REAL ESTATE EXPERIENCE

After graduation from the University, Mr. Poyer spent his initial years working for a Naples based real estate firm headed by; Walter Jim Smith, CRE, known as Investors Research & Development. The firm specialized in syndication and other real estate investment partnerships. The firm operated a number real estate entities, including the W.Roy Smith & Companies, Realtors, and a number development companies. One partnership purchased/assembled 1,700 acres that were eventually sold in 1982 & developed into the massive Bonita Bay, DRI. Mr. Poyer, was involved with the acquisition and re-zoning of a 250 acre; residential golf course community in Estero during the mid-1980's that became the Villages of Country Creek. The Estero project required a lengthy re-zone process with one of Lee County's earliest comprehensive plan amendments being achieved. The



land use amendment changed the rural Estero subdistrict to a urban category. This early land use accomplishment lead to the further extensive re-zoning and development in the immediate Estero area, like the subsequent re-zonings of the massive Brooks, and Gulf Coast University projects, and the construction of Three Oaks Parkway.

During the early 1990's, Mr. Poyer foreseeing the need for a medical sub-district in the emerging Golden Gate communities, secured a 75 acre parcel, and subsequently filed one of Collier County's early comprehensive land use amendments that allowed acute hospitals, medical, & ancillary uses, within various Collier County urban districts. Mr. Poyer structured a joint venture with NCH and the Bonita Springs based principles of the Bonita Bay Properties. The 75 acre agricultural zoned parcel was subsequently re-zoned to a mixed use PUD that permitted a 100 bed acute hospital, 250,000 SF of related medical office uses, a 120 bed ALF/Nursing facilities, and 400 multifamily dwelling units.

As a real estate broker, Mr. Poyer professionally prefers buyer representation agency. Although, Mr. Poyer has actively marketed a number REO properties for the FDIC, RTC, financial institutions, and private mortgage investors. A couple of significant sales that he has achieved included a 500 slip dry storage marina, and the remaining 420 land units within residential PUD. As a buyer's agent, one of Mr. Poyer significant projects was the structured acquisition of a sizable investment portfolio in Lee County for a retiring Ohio based; automobile dealer. A 1031 tax differed exchanged was accomplished via the sale of his multiple dealership properties, into the local investment properties. Some of these Lee County properties acquired included the Dean Witter, SouthTrust, Wilson, Miller, and Aramark, buildings. After the acquisition, Mr. Poyer also managed the portfolio for a couple of years as some long term re-financing was arranged with life companies, to maximize the client's returns.

Mr. Poyer has also managed a sizable portfolio of rental apartments and his own investment partnerships, including a local multiple tenant medical office building.

As an independent fee appraiser, Mr. Poyer has appraised numerous properties, within one of the fastest growing areas of the United States. This vast experience has included a number proposed residential communities for acquisition & development funding. All aspects of commercial use properties have also been appraised, and Mr. Poyer specializes in marina properties, and other intensive commercial properties that also include a "going concern". Mr. Poyer has been involved in the valuation in excess of \$500M of distressed or foreclosed projects over the downturns, and the three recessionary periods of his career.

#### **PARTIAL LISTING OF CLIENTS**

Bank of Naples, Royal Palm Bank, US Bank, Bussey Bank, Bank of Naples, Royal Bank of Canada, Co America, Capital Bank, FDIC, RTC, Wal-Mart, Fifth Avenue South Property Owners Association, Wal-Mart, Cleveland Clinic, HMA, NCH, Estates, Attorneys, and Individuals.

#### **PARTIAL LISTING OF PROPERTIES APPRAISED**

Single family residences, apartment complexes, office buildings, condominium projects, mobile home parks, shopping centers, warehouses, vacant acreage, senior housing, marinas, and subdivisions.

**OTHER**

Qualified as an expert witness in the Twentieth Judicial Circuit, Collier County, Florida. Officer of the Parkside Condominium, 1986-94. Secretary, Cypress Trace Shopping Center (Ft. Myers) Property Owner's Association 1995-96. Trustee, Medical Arts Office Building, 1996-'01. Born in Naples, Fl: 1960. Also licensed in the State of Utah.

**William Poyer's Utah License – Certified General Appraiser**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 07/31/2019

EXPIRATION DATE: 06/30/2021

LICENSE NUMBER: 9444126-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: WILLIAM L POYER  
31 S 100 W  
WELLSVILLE UT 84339



\_\_\_\_\_  
SIGNATURE OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

Form #2

## Mark Larson's Utah License – Appraiser Trainee



## Taylor Piccolo's Utah License – Appraiser Trainee

License Details	
Details for license # 11517176-TR00	
Name	Taylor Piccolo
City, State, Zip	Salt Lake City, UT 84121
Profession	Appraiser
License Type	Appraiser Trainee
License #	11517176-TR00
License Status	Active
Status Change Reason	License Issuance
Original Issue Date	10/31/2019 <small>Original issue dates before 1989 may not be accurately recorded</small>
Expiration Date	10/31/2021
Disciplinary Action	None
Phone	8014147007
Company Name	DAVID COOK



## Appendix B - Professional Liability



Real Estate Professionals  
Errors and Omissions Policy

### Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	59231113919

Insurance is provided by  
Continental Casualty Company  
333 S Wabash Ave Chicago, IL 60604,  
A Stock Insurance Company.

#### 1. NAMED INSURED AND MAILING ADDRESS:

The Cook Group, Inc.  
4525 S 2300 E.  
#103  
Holladay, UT 84117

**NOTICE TO POLICYHOLDERS:**  
The Errors and Omissions Liability coverage  
afforded by this policy is on a Claims Made  
basis. Please review the policy carefully  
and discuss this coverage with your  
insurance agent or broker.

2. **POLICY PERIOD:** Inception: 11/01/2019      Expiration: 11/01/2020  
at 12:01 A.M. Standard Time at the address shown above.

#### 3. ERRORS AND OMISSIONS LIABILITY:

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$2,000,000
B. Discrimination Limits of Liability:				\$250,000
C. Deductible:	Each Claim:			\$5,000
D. First Coverage Date:		11/01/2015		
E. Prior Acts Date:		07/16/1984		

4. **PREMIUM:** \$4,788.00  
DISCRIMINATION (Optional \$250,000 Sublimit): \$0.00  
TOTAL PREMIUM: \$4,788.00

Countersigned by Authorized Representative

CNA65780XX ED. 05-2012

I201719-B66865

- 1 -

**EXHIBIT 2**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH LANG APPRAISAL**  
**SERVICE**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.



9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City  
South Weber City  
David Larson, City Manager  
1600 E. South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarson@southwebercity.com](mailto:dlarson@southwebercity.com)

Consultant  
[Lang Appraisal Service](#)  
[John Lang, President](#)  
2310 N 1350 E  
North Ogden UT 84414  
801-273-1444  
[langappraisal@gmail.com](mailto:langappraisal@gmail.com)

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Lang Appraisal Service**

\_\_\_\_\_  
John Lang, President

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.





### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



**Lang Appraisal Service**  
**Appraisal, Review & Consulting**

May 18, 2020

Lisa Smith  
South Weber City  
1600 East South Weber Drive  
South Weber, Utah 84405

**RE: Request for Proposal - appraisal services for South Weber City.**

Dear Mrs. Smith,

We are submitting the following Request for Proposal, RFP, at the request of Jones & Associates Consulting Engineers for South Weber City. It is our intent to participate in the contract and comply with terms and conditions as indicated in the RFP. Lang Appraisal Service, Inc. does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. John W. Lang has authority to sign and submit this RFP. John Lang, president, can be reached at 801-273-1444 or 801-550-9925. His email is langappraisal@gmail.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Lang', with a long horizontal flourish extending to the right.

## 2. Qualifications

Independent fee appraiser working for Lang Appraisal Service, Inc. from June 1, 1997 to the current date. I am experienced in the valuation of retail, office, industrial, special purpose, and vacant land of all types. I specialize in rights of way and/or eminent domain projects for all types of properties. I have completed work in subdivision analysis, single family residential housing, and income properties. My education includes a B.S. in Finance from University of Utah, Salt Lake City, Utah, 1998 and an associate degree from Dixie College, St. George, Utah, 1995.

- Certified General Appraiser – State of Utah - #5491466-CG00, Expiration Date – December 31, 2021
- Candidate for Designation within the Appraisal Institute, I am currently an affiliated member. Member #224471. I have completed and passed the demonstration appraisal report and most of the other requirements needed to become a designated member.

Appraisal courses taken from the Appraisal Institute towards the MAI designation have all been completed and include the following:

Real Estate Appraisal Principles: Course 110  
Basic Income Capitalization: Course 310  
General Applications – Online Course: Course 320  
Business Practices and Ethics – Online Course: Course 420  
Advanced Income Approach: Course 510  
Highest & Best Use and Market Analysis: Course 520  
Advanced Sales Comparison and Cost Approaches: Course 530  
Report Writing and Valuation Analysis: Course 540  
Advanced Applications: Course 550  
Quantitative Analysis Course  
Condemnation Appraising: Course 715GRE  
National USPAP 15 Hour Course  
National USPAP 7 Hour Course

- International Right of Way Association Affiliation, no certification. Member Number available upon request

Courses taken from the IRWA towards the SR/WA designation include the following:

Computer Plotting of Legal Descriptions  
Easement Valuation: Course 403  
Valuation of Contaminated Properties, Course 407  
Reviewing Appraisals in Eminent Domain: Course 410

Additional Education includes seminars attended from 1998 through current date are listed below.

<b>Seminars Attended</b>	
Appraising for Federal Agencies	AI: Specialized Appraisal Issues
R/W + Telecommunications = \$	AI: Val. of Special Purpose Prop.
Railroad Corridors	UDOT: Em. Domain, Tools & Strategies - Public Projects - Utah
Purchasing Mitigation Lands	
Light Rail Field Study	AI: Litigation Skills for the Appraiser
Highway Utility Resource Sharing	CLE Int, Em. Domain, Med., Arb. & Successful Trial Presentation
Public Highways for Joint Use	
Fallout of the Telecom. Legislation	AI: Eminent Domain & Condemnation
AI: Utah State Appraiser law	AI: Oil Spills and Property Values
AI: Site Identification	Utah Land Use Institute: Em. Domain, How to Determine Just Compensation
AI: Comp. & Software Technology	
CRE Symposium & Forecast	AI: Complex Litigation Appraisal
AI: Anatomy of an Acquisition	Case Studies
AI: Ov. & Trds in the Health Care Ind.	AI: Business Practices and Ethics
AI: Appraisal & Real Estate Issues	AI: General Demonstration Report
Deed Plotter Seminar – Utah IRWA	3 Case Studies with 2 Approaches to Val
AI: Appraisal of Contaminated Prop.	AI: Comparative Analysis
AI: Measuring Stigma	AI: Reviewing Residential Appraisals
AI: Eminent Domain Issues	
AI: Conservation vs. Contamination	

- I have an understanding of all applicable state and federal laws and implementing regulations when acquiring property. Prior knowledge of these laws, rules and regulations is demonstrated by the hundreds of appraisals performed for UDOT for projects and advanced acquisitions considering the implications of the threat of condemnation and the inclusion of an EPM Summary based on UDOT appraisal requirements. They include, but are not limited to, Federal Uniform Relocation Act, Utah State Code Section 57-12, Code of Federal Regulations section 49 CFR Part 24 and 23 CFR Part 10.

The appraisals completed over the past five years Governmental agencies, quasi-public agencies, attorneys, and private parties have complied with applicable laws and regulations. These reports have complied with Federal Uniform Relocation Act, Utah State Code Section 57-12, Code of Federal Regulations section 49 CFR Part 24 and 23 CFR Part 10. Most of them have been reviewed and approved by qualified UDOT review appraisers. The reports are of partial and/or total takings for eminent domain appraising.

While completing work on these UDOT, county and city projects, I worked with the representatives, acquisition agents and/or engineering companies in addition to the individual property owners to ensure that the appraisal process was clearly understood and addressed the problems that might result with the client to help the acquisition process once the appraisals were complete.

In addition to UDOT projects, I have provided similar and additional services on other projects. On some of these projects, I worked with city employees including the mayor, city attorney, planning department and engineering department to fully understand the concerns of the owners and how the eminent domain appraisal process, subject to Utah State laws and UDOT requirements, works to address applicable owner concerns. This process resulted in the acquisition of the needed right of way for that project on several properties where previous attempts had not been successful.

I have been present at public meetings in advance of pending projects to discuss the eminent domain process including the appraisal and review process with the general public for UDOT and local governments.

- I do not have work experience as an acquisition agent with or for any State Department of Transportation, local public agency, or Federal Agency. However, I have worked hand in hand with acquisition agents and public agency staff to ensure that applicable relocation requirements are met on different projects.

Since then, I have been involved with the acquisition process as an independent fee appraiser on many projects. These acquisitions have been for local, county and state governments. This work includes pre-work meetings identifying the scope of work and procedures to follow in the acquisition process, public hearings in advance of a project to answer questions from the general public, and mediations in advance of a pending trial to attempt to resolve the remaining issues as they relate to real estate appraisal.

**\* Current references to this experience/process as an appraiser in the acquisition process are included in the list of references. A few of them are Dian McGuire of UDOT, Randy Jefferies of UDOT, Jonathon Call of North Ogden City, and Michael Fazio of Bluffdale City.**

As per the acknowledgement on the cover page, there have been no debarment, license issues, and/or investigations performed by a governmental agency resulting in any disciplinary action, suspensions, fines or loss of license in the past five years.



### 3. References - Work Experience - Appraisals Performed

The following information is a partial list of the work performed in the eminent domain field over the past five years including the clients, contact information, dates of service, types of work performed, and a summary of work performed. Additional information about individual projects and/or appraisals completed is available up request.

References - Description of Work Performed				
Client	Reference	Dates of Service	Work Performed	Description of Work Performed
North Ogden	Jonathon Call Attorney East 2600 North North Ogden, UT 84414 O - (801) 737-9846 jcall@noogden.org	2016 - 2020	Appraisal, Appriaisal Review, Consulting Services	The appraisal work includes total takings, partial acquisitions including perpetual and temporary construction easements, consideration of cost to cure, severance damages and/or benefits.
UDOT	Dian McGuire Right of Way Lead Agent 4501 S. 2700 W. SLC, UT 84119 O - (801) 965-4968 C - (801) 633-6370 F - (801) 965-4564 dmcquire@utah.gov	2007 - 2020	Appraisal, Appraisal Review, Consulting Services	The appraisal and review work includes total takings, partial acquisitions including perpetual and temporary construction easements, consideration of cost to cure, severance damages and/or benefits. Advanced acquisitions have been completed as well.
Bonneville Acquisitions - Formally of Project Engineering Consultants	Jason Allen SLC, UT 84145 O - (801) 858-3546 C - (801) 641-3403 jason.mark.allen@gmail.c om	2015 - 2020	Appraisal, Review, Consulting Services	The appraisals - total takings, partial acquisitions with perpetual easements, TCE, cost to cure, severance damages, benefits. Consulting - assisting in acquisitions through public and private meetings.
Bluffdale City	Michael Fazio City Engineer 14350 S. 2200 West Bluffdale, UT 84065 O - (801) 858-0490 F - (801) 253-3270 mfazio@bluffdale.com	2013 - 2020	Appraisal, Appraisal Review, Consulting Services	The appraisal and review work includes total takings, partial acquisitions including perpetual and temporary construction easements, cost to cure, severance damages and/or benefits. Expert witness in mediation.
UDOT	Randy Jefferies Project Manager Region I 4501 S. 2700 W. SLC, UT 84119 O - (801) 620-1690 C - (801) 791-1059 F - (801) 612-4098 rjefferies@utah.gov	2015 - 2020	Appraisal, Appraisal Review, Consultation	The appraisal and review includes total takings, partial acquisitions, consideration of cost to cure, severance damages and/or benefits. Advanced acquisitions have been completed as well.

The appraisal, review, consulting services and expert witness work completed for these and other clients from 2015 to 2020 includes work related to all types of vacant and improved parcels. I have appraised or been involved numerous other rights of way widening projects for Federal and local governments (cities and counties) as well. I have appraised over four hundred parcels and reviewed over five hundred appraisals for eminent domain purposes in the past five years.

Over the years I have worked on complex, unusual, and special purpose properties. I have valued fishing angler easements and fee takings on the Provo, Strawberry, and Duchesne Rivers for Federal Governments and private parties. I have appraised waterfront recreational residential lots along Bear Lake and Big Sand Wash Reservoir.

Some of the unique appraisals completed include the Main Street Corridor and City Creek access (including surface, subsurface and air rights), gravel pits, wetlands, Sports Mall athletic center, Capitol Theater, Fort Douglas Country Club, airport expansions, Oxbow Jail, Salt Lake City Main Library, fiber optics rights of way, timeshare properties, and tax appeals, Chimney Ridge Project, South Salt Lake Library, review of tax assessment appraisals on Alliant Techsystems missile plant, etc.

#### Expert Witness

I have been retained as an expert witness for depositions and court testimony for eminent domain trials by law firms, engineering companies, and private property owners within the past few years.

I have appeared in District and Federal Courts, in front of the Tax Commission and been deposed in two cases over the past five years. I have assisted in the preparation of appraisals for several cases that I have testified about in court for our firm. The majority of cases involving my appraisals are settled out of Court prior to deposition. The following is a list of the most recent testimony given.

Description of Court Testimony				
Date	Case	Property Type	Attorney	Comments
Oct-13	United Park City Mines & UDOT / Stichting Mayflower Property	Recreational residential development land	Stephen Christiansen	The appraisal involved a partial taking from potential development land and the impacts to the remainder parcel in the after condition. Consideration for development potential within the applicable zoning/master plan.
Jun-14	Thatcher Brook Rehabilitation Center	Improved Assisted Living Center	Gary Weston	The testimony given was for the applicable market rent for office space within the center.
Aug-14	Clearfield Mobile Home Property	Existing mobile home park	Gordon Madsen	The appraisal involved a highest and best use analysis between the current improved use and an alternative use as if vacant. The testimony was to establish current market value.
Aug-16	Starline Properties	Mixed use commercial development land	Clark Sessions	The appraisal involved a partial fee taking from development land and the impacts to the remainder parcel in the after condition including severance damages. Consideration for project blight was considered.

### Consulting Services

I have worked for the State Agency Counsel of the Attorney General Office, various private attorneys, cities and counties providing consulting services over the years. The consulting services include making sure that UDOT procedures for appraisal services adopted by local municipalities are performed correctly and providing litigation support prior to trial when needed.

### Partial List of Clients - Appraisal, Appraisal Review and Consulting Services:

- Bureau of Land Management, BLM
- Bureau of Reclamation, BOR
- Division of Wildlife Resources, DWR
- United State Forest Service, USFS
- Utah Department of Transportation, UDOT
- State and Institutional Trust Lands Administration, SITLA
- Utah Office of the Attorney General – State Agency Counsel
- Office of the Property Rights Ombudsman – Utah Department of Commerce
- Davis County
- Salt Lake County
- Weber County
- Wasatch County
- Salt Lake City
- Ogden City
- Layton City

John W. Lang – Lang Appraisal Service, Inc.

- Herriman City
- North Ogden City
- Marriott-Slaterville City
- Mapleton City
- Bluffdale City
- Taylorsville City
- Springville City
- Canyons School District
- HDR Engineering
- Horrocks Engineering
- Project Engineering Consultants
- Kinder Morgan
- Chevron
- Questar Pipeline Co.
- Holly Energy Partners
- El Paso Gas
- Kirton McConkie
- Clyde Snow Sessions and Swenson, PC
- Vancott, Bagley, Cornwall & McCarthy, PC
- Parr Brown Gee & Loveless, PC
- Smith Hartvigsen, PLLC
- Jeffs & Jeffs, PC

Additional information about the type of work completed for these clients and the dates of service can be provided at your request.

#### **4. Schedule**

Our appraisal schedule is as follows currently:

Total Acquisitions – 2 to 3 weeks  
 Partial Acquisitions – 3 to 4 weeks  
 Complex Reports – 4 to 6 weeks

#### **5. Fee**

A. All fee quotes are per appraisal for most property types unless otherwise stated.

Total Acquisitions - \$2,500  
 Partial Acquisitions - \$2,500 to \$2,750  
 Complex Reports - \$2,500 to \$5,000

B. No expected reimbursements and/or associated rates outside the appraisal fee.

**License**

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 01/09/2020

EXPIRATION DATE: 12/31/2021

LICENSE NUMBER: 5491466-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: JOHN W LANG  
2310 N 1350 E  
NORTH OGDEN UT 84414



  
SIGNATURE OF HOLDER

  
REAL ESTATE DIVISION DIRECTOR

Form #9

**EXHIBIT 3**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH WESTERN STATES**  
**VALUATION**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.



9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	<a href="#">Western States Valuation</a>
David Larson, City Manager	<a href="#">Michael D. Vowles, Owner</a>
1600 E. South Weber Drive	549 25th St #300
South Weber, UT 84405	Ogden UT 84401
801-479-3177	801-627-2333
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:mike@wsvaluation.com">mike@wsvaluation.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Western States Valuation**

\_\_\_\_\_  
Michael D Vowles, Owner

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.





### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



549 25<sup>th</sup> Street, #300  
Ogden, Utah 84401  
(801) 627-2333  
mike@wsvaluation.com  
www.wsvaluation.com

---

May 18, 2020

South Weber City  
1600 E. South Weber Drive  
South Weber City, Utah 84405

RE: A proposal for land/property appraisal services.

To Whom It May Concern:

Western States Valuation is pleased to provide a bid for this solicitation. The firm is owned by Michael D. Vowles, MAI, and I would perform all work associated with a possible appraisal contract.

I have been appraising commercial properties, single and multi-family homes and developments, and rural and agricultural land property types for 19 years. I was an Appraiser/Review Appraiser for the U.S. Forest Service from July 2011 to May 2013. I performed appraisals, market studies, research, and appraisal reviews on land, agricultural land, recreational land, and commercial property types during the almost two years I worked there in Region 4, which covers Wyoming, Idaho, Utah, and Nevada. I started my appraisal firm in February 2012 and have performed appraisals for several different federal government agencies, state agencies, school districts, local government, banks/credit unions, and other various clients. I am currently a Certified General Appraiser in the states of Utah, Idaho, Wyoming, Colorado, Arizona, and Nevada.

It is my intent to participate in the contract for on-call property appraisers in South Weber City, Utah, and I will comply with all terms and conditions as indicated in the RFP.

My firm does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

I, Michael D. Vowles, am the owner of Western States Valuation, LLC, and am authorized to act on behalf of the company, and am the key contact for the company.

**Qualifications/Experience:**

I have been appraising all property types for 19 years mainly in Utah with some work in the surrounding states. I have performed several appraisals in South Weber City over the 19 years of appraisal work. I am a Certified General Appraiser in the State of Utah and hold the MAI designation from the Appraisal Institute. I have performed several valuation assignments that include easements, temporary construction easements, takings, conservation easements, partial interests, and many other assignment and property types. I am a member of the International Right of Way Association. I typically perform about 100 appraisal assignments per year in Utah, with 75-80% of these for lender clients. The other 20-25% are for federal and state government agencies and local municipalities. The following list of assignments are those that have been performed according to standards of the Uniform Appraisal Standards for Federal Land Acquisitions and also USPAP:

UASFLA Compliant Appraisals						
Type	Size	Location	Agency	Date of Report	Contact	
Conservation Easement Appraisal	894 ac.	Geneva, Bear Lake Cnty., ID	FWS, AVSO	Oct-19	David Yerke, AVSO	
Conservation Easement Appraisal	1800 ac.	Next to Zions Natl. Park	State of Utah & Forest Service	Sep-19	Kraig Frome - Regional Appraiser, FS	
Direct Sale of 200 acres of BLM Land	200 ac.	Castledale, Utah	BLM	Mar-19	Jay DeVoe, Review Appraiser w/ AVSO	
Market Study of Mountain Land Sales	Varies	Cottonwood Canyons, Utah	Forest Service	Apr-19	Kraig Frome - Regional Appraiser, FS	
Review of acquisition parcels	0-20 ac.	Sandy, Utah	St. of UT	11/16/2017	Jaime Tsandes - Bowens, Collins	
Conservation Easement on wetlands	780 ac.	Corrinne, Utah	FWS	Dec. 12, 2017	Janet Sharon - Review Appraiser	
Permanent easements and temporary construction easements on 7 separate properties	5-620 ac.	Gallup, McKinley County, NM	BOR	Nov. 6, 2017	Bruce Buchan - Review Appraiser	
Acquisition of Ag./Rec. Land	646 ac.	Owyhee County, Idaho	BLM	6/19/2017	Gary Lay - Review Appraiser	
Acquisition of Ag./CE Land	3-320 ac.	Provo, Utah	BOR	6/2/2017	Doug Brennan - Review Appraiser	
Acquisition of Improvements	Varies	Echo Reservoir, Utah	BOR	3/24/2017	Trey Teller - Review Appraiser	
Permanent ROW easements	640 ac.	Gallup, McKinley County, NM	BIA	4/6/2017	Calvin Murphy - Transportation Engineer BIA office in Gallup, NM	
Acquisition of Land	1.23 ac.	South Weber, Utah	Forest Service	6/15/2016	Kraig Frome - Regional Appraiser, FS	
Permanent ROW easements	40-640 ac	Pagosa Springs, CO	BIA	10/15/2015	Daniel Boyd - Transportation Engineer, BIA office in Albuquerque, NM	
Permanent utility easements	400-777 ac.	Tooele County, UT	Air Force	8/1/2015	Peter Fletcher - Engineer at HAFB, Utah	
Market Rental Study on Ag. Land		Wind River Reservation, Wyoming	BIA	8/1/2015	Barry Smith - Review Appraiser	
Grazing Rental Study on Land		Wind River Reservation, Wyoming	BIA	6/1/2015	Barry Smith - Review Appraiser	
Disposition of Land	7 ac.	Manila, Utah	Forest Service	11/1/2014	Kraig Frome - Regional Appraiser, FS	
Acquisition of Land	3 ac.	Challis, ID	Forest Service	6/1/2014	Kraig Frome - Regional Appraiser, FS	

## Qualifications of Michael D. Vowles, MAI:

### EDUCATIONAL BACKGROUND

Bachelor of Science Degree, Finance  
Certified General Appraiser  
MAI Designation

University of Utah, 2001  
Since 2005 – Utah and surrounding states  
Appraisal Institute 2010

### APPRAISAL COURSES & EXAMINATIONS

Real Estate Principles, 4740 Finance	University of Utah 2000
Real Estate Appraisal and Investment	University of Utah 2000
Course 310, Basic Income Capitalization	Appraisal Institute 2002
National USPAP 15-hour course	Appraisal Institute 2002
Business Ethics	Appraisal Institute 2016
Course 320, General Applications	Appraisal Institute 2003
Course 510, Advanced Income Capitalization	Appraisal Institute 2004
Course 520, Highest & Best Use & Market Analysis	Appraisal Institute 2004
Course 530, Advanced Cost and Sales Comparison	Appraisal Institute 2005
Course 540, Report Writing	Appraisal Institute 2005
Course 550, Advanced Applications	Appraisal Institute 2005
Utah State Certified General Appraiser Examination	March 2005
Comprehensive Examination for MAI Designation	February 2006
Appraising Distressed Commercial Real Estate	Appraisal Institute 2009
Demonstration Appraisal Report	March 2010
USPAP Update	Appraisal Institute Jan. 2020
Appraisals Through the Eyes of the Reviewer	ASFMRA Jan. 2012
Introduction to Appraisal Review	ASFMRA March 2012
Appraisal Review Under USPAP	ASFMRA March 2012
Appraisal Review Under UASFLA	ASFMRA May 2012
Advanced Appraisal Review Cases	ASFMRA May 2012
Requirements of UASFLA	ASFMRA Sept. 2012
Valuation of Intangible & Non-Financial Assets	ASFMRA Jan. 2013
Valuation of Conservation Easements	ASFMRA May 2013
Complex Case Studies of Litigation Appraisal	Appraisal Institute Feb. 2014
Marketability Studies: The Six-Step Process	Appraisal Institute Mar. 2014
Introduction to Soils for Appraisers	ASFMRA Jan. 2015
St. George Symposium	Appraisal Institute March 2016
Appraisal Applications of Excel	ASFMRA Jan. 2017
Laws for Nevada Appraisers	McKissock Jan. 2017
Water Rights for Appraisers	ASFMRA Jan. 2017
CPACE	Dec. 2018
Lease and Leasehold Analysis	Sept. 2019

### PROFESSIONAL EXPERIENCE AND AFFILIATIONS

Appraiser and Owner, Western States Valuation	2012 to present
Owner, VMH, Property Investment and Development	2017 to present
Review Appraiser with U.S. Forest Service	July 2011 to May 2013
Appraiser with Wall Appraisal	2001 to July 2011
Associate and Member of Appraisal Institute	Since 2005
Utah Chapter of Appraisal Institute Board Director	2015 to 2018

### PROPERTY TYPES APPRAISED

Industrial, residential subdivisions, office, retail, multi-family, land, ranches, agricultural, restaurants, single-family homes, automobile dealerships, service stations, carwashes, rural land, rock quarry, forest inholding, assisted living facilities, conservation easements, and right-of-ways.

**Utah Certified General Appraiser License:**



**MAI designation from the Appraisal Institute:**





**Member of the IRWA (International Right of Way Association):**

*The International Right of Way Association*



*and the International Executive Committee recognizes that*

*Michael David Vowles*

*has been duly qualified and elected as a full member of chapter 38  
with the International Right of Way Association with all rights, responsibilities, and  
privileges pertaining thereto.*

*Given this thirtieth day of March, 2020*

*Aimie Mims*  
Aimie Mims, SR/WA, R/W-AMC, R/W-NAC  
International President



*Judy Jones*  
Judy Jones, SR/WA, R/W-AC, R/W-NAC  
International Secretary

**References:**

Craig Sears  
Real Property Business Manager  
Weber State University  
1410 Edvalson  
Ogden, Utah 84408  
craigsears@weber.edu  
(801) 626-8592

Brandon Cooper  
Deputy Director  
Ogden City Redevelopment Agency  
2549 Washington Blvd.  
Ogden, UT 84401  
(801) 629-8910

Leon Wilcox  
Business Administrator  
Canyons School District  
9361 South 300 East  
Sandy, UT 84070  
(801) 826-5040

**Schedule:**

Length of time to complete different types of appraisals:

Residential: 3-5 business days.  
Land: 10-15 business days.  
Commercial: 10-15 business days.

**Fee Proposal:**

Each assignment, its scope, and its complexity are difficult to place a set fee on. Generally, the following are prices per appraisal assignment, all fees inclusive, and with low complexity:

Residential: \$400  
Land: \$800-\$2,000  
Commercial: \$1,800 - \$4,000  
Easement: \$2,000 - \$5,000

These are the base fees for a low complex appraisal or valuation assignment. Each assignment has a different scope and varying levels of complexity. As the scope and level of complexity increases, the fee for each property type would also increase from this base amount.

Moreover, my firm charges \$150 per hour for consultation and other hourly rate type of work.

Thank you for considering me for this proposal. Please do not hesitate to contact me with any further questions.

Sincerely,



Mike Vowles, MAI  
Western States Valuation