SERIAL 07064 IGA REAL ESTATE/PROPERTY APPRAISERS

DATE OF LAST REVISION: October 30, 2008 CONTRACT END DATE: November 28, 2009

CONTRACT PERIOD BEGINNING MAY 10, 2007
ENDING NOVEMBER 28, ~~2007~~ ~~2008~~ 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **REAL ESTATE/PROPERTY APPRAISERS**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona Department Of Transportation Contract SCC050003. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9461501, 9181401.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

PRICE LIST FOR APPRAISAL SERVICES AND REAL ESTATE CONSULTING 07064-IGA

List as of 02/17/07

Firm and Authorized Principal	Phone # / Cell #	Fax #	Email Address	Hourly Expert Witness Fee
CATEGORY #1 - Real Property Appraisal Services				
Appraisal Technology, Inc. - Mark Wirth	480-446-9600	480-446-9615	mwirth@appraisal-technology.com	$ 150.00
Dennis L. Lopez & Associates, LLC	480-838-7332	480-838-8950	dennis@lopzezappraisal.com	$ 150.00
Halver Appraisal - Scott Halver	480-513-0501 480-773-0178	480-513-0502	scotthalver@msn.com	$ 125.00
Headquarters West, LTD - Con Englehorn	602-258-1647	602-340-0927	con@headquarterswest.com	$ 200.00
Hulet & Associates, Inc. - Jay Hulet	480-969-4242	480-969-5418	jhulet@cox.net	$ 125.00
Karl Baltutat Valuation Services, LLC	480-893-1446	480-893-1599	karl@kbvs.com	$ 175.00
Montandon Farley RE-AD Group, Inc. - Wendell Montandon	602-285-9000	602-285-1199	monty@re-adgroup.com	$ 200.00
Nagy Property Consultants, Inc. - Steven E. Nagy	602-995-1900	602-995-8216	nagy7@aol.com	
Schnepf Ellsworth Appraisal Group - Larry Schnepf	480-497-1113	480-892-8250	larry@schnepfellsworth.com	
SignValue, Inc. - Paul Wright	480-657-8400	480-786-6425	paul@signvalue.com	$ 200.00
Thoms & Associates - Duane Thoms	480-767-2474 602-818-9269	480-767-2465	thomsandassociates@cox.net	$ 250.00
Wayne Harding & Associates	480-609-7090 602-980-3184	480-609-7150	landvalue@cybertrails.com	$ 200.00
CATEGORY #2 - Personal Property Appraisal Services - (personal property, business interests, machinery & equipment, signs & billboards)				
SignValue, Inc. - Paul Wright	480-657-8400	480-786-6425	paul@signvalue.com	
Simon Consulting, LLC - Peter Davis	602-279-7500	602-279-7510	pdavis@simonconsulting.net	$ 155.00

PRICE LIST FOR APPRAISAL SERVICES AND REAL ESTATE CONSULTING 07064-IGA

Firm and Authorized Principal	Phone # / Cell #	Fax #	Email Address	Hourly Expert Witness Fee
CATEGORY #3 - Appraisal Review Services- real and personal property				
Appraisal Technology, Inc. - Mark Wirth	480-446-9600	480-446-9615	mwirth@appraisal-technology.com	
Headquarters West, LTD - Con Englehorn	602-258-1647	602-340-0927	con@headquarterswest.com	
Hulet & Associates, Inc. - Jay Hulet	480-969-4242	480-969-5418	jhulet@cox.net	
Montandon Farley RE-AD Group, Inc. - Wendell Montandon	602-285-9000	602-285-1199	monty@re-adgroup.com	
Nagy Property Consultants, Inc. - Steven E. Nagy	602-995-1900	602-995-8216	nagy7@aol.com	
Schnepf Ellsworth Appraisal Group - Larry Schnepf	480-497-1113	480-892-8250	larry@schnepfellsworth.com	
SignValue, Inc. - Paul Wright	480-657-8400	480-786-6425	paul@signvalue.com	
Simon Consulting, LLC - Peter Davis	602-279-7500	602-279-7510	pdavis@simonconsulting.net	
Thoms & Associates - Duane Thoms	480-767-2474 602-818-9269	480-767-2465	thomsandassociates@cox.net	
CATEGORY #4 - Real Estate Consulting Services				
Appraisal Technology, Inc. - Mark Wirth	480-446-9600	480-446-9615	mwirth@appraisal-technology.com	
Halver Appraisal - Scott Halver	480-513-0501 480-773-0178	480-513-0502	scotthalver@msn.com	
Karl Baltutat Valuation Services, LLC	480-893-1446	480-893-1599	karl@kbvs.com	
Montandon Farley RE-AD Group, Inc. - Wendell Montandon	602-285-9000	602-285-1199	monty@re-adgroup.com	
Nagy Property Consultants, Inc. - Steven E. Nagy	602-995-1900	602-995-8216	nagy7@aol.com	
Schnepf Ellsworth Appraisal Group - Larry Schnepf	480-497-1113	480-892-8250	larry@schnepfellsworth.com	
SignValue, Inc. - Paul Wright	480-657-8400	480-786-6425	paul@signvalue.com	
Wayne Harding & Associates	480-609-7090 602-980-3184	480-609-7150	landvalue@cybertrails.com	

CONTRACTORS FOR THE APPRAISAL SERVICES AND REAL ESTATE CONSULTING CONTRACT SCC050003
(Contract is valid Until November 28, 2010)
Any questions regarding this list, please call Valarie Dowers x7912

List as of 7/21/06

Firm and Authorized Principal	Address	Phone #/Cell #	Fax #	Email Address	Contract #	Appraiser & Certificate #	Will Accept Assignment Statewide	Contracted Geographical areas/corresponding parcel prefix	Hourly Expert Witness Fee	Comments
Allen, Williford & Seale - Albert N. Allen	14925 Memorial Dr., Ste 200, Houston, TX, 77079	281-493-4444 713-515-0934	281-493-6845	aallen@appraiser.com	SCC05000327	Albert N. Allen # 30968	Yes		$ 175.00	
Andrew J. Briefer Real Estate Advisory Services, Inc.	5995 E. Grant Rd., #111, Tucson, AZ, 85712	520-545-0011	520-545-0093	abriefer@ajbreal.com	SCC05000332	Andrew J. Briefer # 30078	Yes			They are in Advantage, however, they did not propose to work for ADOT
Appraisal Technology, Inc. - Mark Wirth	220 S River Dr, Tempe, AZ, 85281	480-446-9600	480-446-9615	mwirth@appraisal-technology.com	SCC05000316	Mark L. Wirth # 30179, Michael Turner # 30420 & Jeff W. Windle # 30808	Yes		$ 150.00	
Baker, Peterson, Baker, & Assoc., Inc. - Thomas Baker	4547 E. Ft. Lowell Road, Suite 401, Tucson, AZ 85712-1181	520-881-1700 ext.19	520-325-3108	bpbai@dakotacom.net	SCC0500031	Thomas A. Baker # 30139 & William D. Peterson #30216	No	Cochise (02), Gila (04), Greenlee (06), Santa Cruz (12), Yuma (14), Graham (05), Pima (10), Pinal (11) and Metro Tucson	$ 150.00	
Bruce D. Greenberg, Inc.	3561 E. 42nd Stravenue, Tucson, AZ, 85713	520-750-8200	520-750-8298	bgreenberg@brucedgreenberginc.com	SCC05000340	Bruce D. Greenberg # 30031	No	Coconino (03), Maricopa (07), Pinal (11), Santa Cruz (12), Metro Phx & Metro Tuc		
Burke, Weissenborn, LLC - Beverly Weissenborn	110 S. Church #8300, Tucson, AZ, 85701	520-792-8200	520-792-8204	bev@bw-appraisals.com	SCC0500037	Beverly Weissenborn #30125 & Andria K. Burke #30691	Yes		$ 150.00	
Carl J. Furr	5051 N. Sabino Canyon Rd., Tucson, AZ, 85750	520-444-6232	520-888-3359	carlfurr@msn.com	SCC05000315	Carl Furr # 31352	Yes			
Consultant Engineering Inc.	3404 W. Cheryl Dr., Ste. A-255, Phoenix, AZ, 85051 & PO Box 37167, Phoenix, AZ, 85069-7167	602-288-5617 602-370-1430	602-288-5636	bhelmandollar@cei-az.com	SCC05000341	Robert L. Helmandollar #30403	Yes		$ 110.00	
Dan W. Mahoney, Inc. - Dan W. Mahoney	6300 E. Calle Alta Vista, Tucson, AZ 85715	520- 721-0877	520-886-3359	danmahoney3359@msn.com	SCC0500032	Dan W. Mahoney # 30202	No	Cochise (02), Maricopa (07)(excluding Metro Phx), Santa Cruz (12), Yuma (14), Pima (10), Pinal (11) and Metro Tucson		
Dennis L. Lopez & Associates, LLC	209 E. Baseline Rd., Ste 205, Tempe, AZ, 85283	480-838-7332	480-838-8950	dennis@lopzezappraisal.com	SCC05000328	Dennis L. Lopez # 30189	Yes			
Duff & Phelps LLC	160 Spear Street, 7th Floor, San Francisco, CA, 94105	415-268-5300 408-859-7696	415-268-5301	james_gavin@sandp.com	SCC05000313	James Gavin # 30883	Yes			Used to be Standard & Poors
Fiduciary Appraisal Services, Inc. - William "Bill" Shaffer	8436 N. 48th Dr., Glendale, AZ, 85302	623-937-7307 602-882-1939	623-937-7307	wshaffer3@cox.net	SCC05000324	William J. Shaffer # 30006	No	except Metro Phx & Metro Tuc		They are in Advantage, however, they did not propose to work for ADOT
First Appraisal Services, Inc. - Don Duncan	4004 N. 7th St., Phoenix, AZ 85014	602-264-0011	602-264-7722	dduncan@azfas.com	SCC0500035	Timothy A. Haskins #30668, Janice E. Tucker #30201 &	Yes		$ 275.00	
Fowler Appraisal - Beatrice "Lynn" Fowler	2309 E. 3rd St, Tucson, AZ, 85719	520-795-0598 520-237-8250	520-325-8676	lynn@fowlerappraisal.net	SCC05000312	Beatrice Lynn Fowler # 30141 (AZ) # 922-G (NM)	Yes			
Gene D. Cox, Company	1651 W. Bird of Paradise Dr., Tucson, AZ, 85737	520-297-5461 520-977-0014	520-297-6029	genedcox@comcast.net	SCC05000334	Gene D. Cox # 30288	No	Cochise (02), Pima (10), Pinal (11) & Metro Tuc		
Halver Appraisal - Scott Halver	30032 N. 60th St., Cave Creek, AZ, 85331	480-513-0501 480-773-0178	480-513-0502	scotthalver@msn.com	SCC05000333	Scott Halver # 30750 (AZ) & # 01692-G (NM)	Yes		$ 125.00	
Headquarters West, LTD - Con Englehorn	810 N 2nd Street, Phoenix, AZ, 85004	602-258-1647	602-340-0927	con@headquarterswest.com	SCC05000337	Con A. Englehorn # 30002, Barry N. Weissenborn # 30724 & Gerald P. Halmbacher # 30015	Yes		$ 200.00	
Holmes & Associates, LLC - Kathleen M. Holmes	10245 E.Via Linda, Ste 107, Scottsdale, AZ, 85258	602-618-6567	480-664-1483	katmholmes@aol.com	SCC05000311	Kathleen M. Holmes # 30180	Yes			
Hulet & Associates, Inc. - Jay Hulet	1715 E. Enrose St., Ste B, Mesa, AZ, 85203-5828	480-969-4242	480-969-5418	jhulet@cox.net	SCC0500038	Jay Hulet # 30200	No	Maricopa (07), Coconino (03), Pinal (11), Yuma (14) and Yavapai (13)	$ 125.00	

CONTRACTORS FOR THE APPRAISAL SERVICES AND REAL ESTATE CONSULTING CONTRACT SCC050003
(Contract is valid Until November 28, 2010)
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Firm and Authorized Principal	Address	Phone #/Cell #	Fax #	Email Address	Contract #	Appraiser & Certificate #	Will Accept Assignment Statewide	Contracted Geographical areas/corresponding parcel prefix	Hourly Expert Witness Fee	Comments
Jan A. Sell	4625 S. Lakeshore Dr, Tempe, AZ 85282-7127	800-787-0574 (Pinetop)	480-345-4450	jan@sellassoc.com	SCC0500039	Jan A. Sell #30120	Yes			
K-12 Realty Services, Inc. - William J. Shaffer	8436 N. 48 Dr., Glendale, AZ, 85302	623-937-7307 602-882-1939	623-322-3360	K-12Realty@cox.net	SCC0500034	William J. Shaffer # 30006	Yes	except Metro Phx & Metro Tuc		They are in Advantage, however, they did not propose to work for ADOT
Karl Baltutat Valuation Services, LLC	321 N Kenneth Pl, Chandler, AZ, 85226	480-893-1446	480-893-1599	karl@kbvs.com	SCC05000310	Karl Bultutat # 30044	No	Maricopa (07), Pinal (11) and Metro Phx	$ 175.00	
Loper & Associates, LLC - John Loper	7102 N. 55th Dr., Glendale, AZ 85301	623-934-5344 602-617-6329	623-934-5512	loperoffice@cox.net	SCC05000320	John L. Loper # 30294	Yes			
McClure Consulting, LLC - Joe McClure	5070 N. 40th St., Suite 140, Phoenix, AZ, 85018	602-840-3699 602-421-5128	602-840-6003	jmcclure@jemcclure.com	SCC05000339		Yes			
Michael Wolff	3010 Northridge Ln, Chino Valley, AZ, 86323	928-636-6442	928-636-6418	azvaluations@yahoo.com	SCC05000318	Michael Wolff # 30035	No	Apache (01), Coconino (03), Cochise (02), Gila (04), Graham (05), Greenlee (06), LaPaz (15), Mohave (08), Navajo (09), Santa Cruz (12), Yavapai (13) & Yuma (14)		
MJN Enterprises, Inc. - Michael J. Naifeh	6061 E. Grant Rd, # 121, Tucson, AZ, 85712	520-321-0000	520-290-5293	michael@mjn-enterprises.com	SCC05000330	Michael J. Naifeh #30276, Craig W. Johnson # 30236 & Joshua W. Wood, IV # 31218	Yes		$ 200.00	
Montandon Farley RE-AD Group, Inc. - Wendell Montandon	1110 E. Missouri, Suite 200, Phoenix, AZ, 85014	602-285-9000	602-285-1199	monty@re-adgroup.com	SCC05000338	Wendell Montandon # 30159	Yes		$ 200.00	
Nagy Property Consultants, Inc. - Steven E. Nagy	2415 E. Camelback Rd, Suite 700, Phoenix, AZ, 85016-4245	602-995-1900	602-995-8216	nagy7@aol.com	SCC05000331	Steven E. Nagy # 30136	Yes			
Paul Hendricks Real Estate Appraisal & Counseling, PLLC	4708 E. Scarlett St., Tucson, AZ 85711	520-325-6512	520-325-6512	pdhend@cox.net	SCC05000317	Paul D. Hendricks # 30197	Yes		$ 150.00	
Professional Valuation Services - Roy E. Morris, III	3295 N. Drinkwater Blvd, Ste #7, Scottsdale, AZ, 85251-6437	480-948-4866	480-991-2505	profvalsvc@aol.com	SCC05000322	Roy E. Morris III # 30029	Yes			
Roger L. Dunlap & Associates, Ltd.	9401 E. Diamond Rim Dr., Scottsdale, AZ, 85255	480-585-0700	480-585-7343	rldltd@earthlink.net	SCC05000323	Roger L. Dunlap # 31062	Yes			
Schnepf Ellsworth Appraisal Group - Larry Schnepf	PO Box 2829, Mesa, AZ, 85214-2829	480-497-1113	480-892-8250	larry@schnepfellsworth.com	SCC05000335	Larry Schnepf # 30284	Yes			
SignValue, Inc. - Paul Wright	3048 E. Baseline Rd, Suite 118, Mesa, AZ 85204	480-657-8400	480-786-6425	paul@signvalue.com	SCC0500036	Jeffrey P. Wright, Jr. #31045	Yes		$ 200.00	
Simon Consulting, LLC - Peter Davis	5130 N. Central Ave, Suite 200, Phoenix, AZ 85012	602-279-7500	602-279-7510	pdavis@simonconsulting.net	SCC0500033		Yes		$ 155.00	
Singleton & Lee - Greg D. Lee	4400 E. Broadway Blvd., Suite 606, Tucson, AZ, 85711	520-881-5984	520-881-7438	gdlee-1@msn.com	SCC05000326	Greg D. Lee # 30218 & Charles V. Singleton # 30228	No	Cochise (02), Pima (10), Yuma (14) and Metro Tuc	$ 150.00	
Southwest Appraisal Associates, Inc. - Steven R. Cole	PO Box 16156 Tucson, AZ, 85732-6156	520-327-0000 520-405-9539	520-327-3974	steve@swaa.biz	SCC05000319	Steven R. Cole # 30130, Dan R. Richards # 30990 & Beverly S. Whittaker # 31042	Yes		$ 150.00	
The Alfred M. Benson Co., Inc.	3661 N. Campbell Avenue, #596, Tucson, AZ, 85719-1527	886-2000 520-444-	520-577-6847	bensonco@comcast.net	SCC05000329	Alfred M. Benson # 30101	Yes			
The Havins Co., Inc. - Herbert Havins	3331 N. Dodge Blvd., Tucson, AZ, 85716-1454	520-327-0022 520-909-8331	520-327-7536	Havinsco@aol.com	SCC05000321	Herbert Havins # 30137	Yes		$ 125.00	
The Natelson Company, Inc. - Roger Dale	24835 E. La Palma Avenue, Suite I, Yorba Linda, CA, 92887	714-692-9596 714-609-5845	714-692-9597	dale@tnci.com	SCC05000336		Yes			
Thoms & Associates - Duane Thoms	10110 E. Bloomfield Rd., Scottsdale, AZ 85260-5158	480-767-2474 602-818-9269	480-767-2465	thomsandassociates@cox.net	SCC05000314	Duane Thoms # 30059 & Patricia A. Thoms # 30731	Yes		$ 250.00	
Wayne Harding & Associates	10245 E. Via Linda, # 107, Scottsdale, AZ, 85258	480-609-7090 602-980-3184	480-609-7150	landvalue@cybertrails.com	SCC05000325	Wayne H. Harding # 30471 & Timothy M. Niebling # 30732	Yes		$ 200.00	
COUNTY CODING: APACHE (01), COCHISE (02), COCONINO (03), GILA (04), GRAHAM (05), GREENLEE (06), LA PAZ (15), MARICOPA (07), MOHAVE (08), NAVAJO (09), PIMA (10), PINAL (11), SANTA CRUZ (12), YAVAPAI (13) & YUMA (14)										

07064-IGA
REAL ESTATE / PROPERTY APPRAISERS
ADOT Contract SCC050003

1. PURPOSE

The purpose of this RFP is to establish a comprehensive Statewide contract for Appraisal Services for Real and Personal Property, Appraisal Review Services and Real Estate Consulting Services for use by all Arizona State agencies, and boards and participating political subdivisions. Prospective Offerors should have demonstrated capabilities in the areas contained in the Scope of Work. These services will be required at locations throughout the state on an as-needed basis.

To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of appraisers, reviewers and consultants. The selection of Contractor(s) from the pool to provide these services for an assignment will be determined by the State Agency. The State makes no guarantee as to the amount of work that will be required during the term of this contract.

Definitions:

Offeror: any firm or individual who responds to this RFP.

Contractor: any firm or individual who is awarded a contract to be placed in a pool of contractors as a result of this RFP.

State: The State of Arizona and Department or Agency of the State that executes the Contract

Appraiser/Appraisal Reviewer/Real Estate Consultant: any individual identified in an offeror's proposal as being the certified responsible person for performing the work and signing the report.

Business Days: Monday-Friday 8:00 AM – 5:00 PM MST, excluding holidays. Refer to Exhibit 6.5 State Holidays.

2. SCOPE OF WORK

The Offeror may propose services in any or all of the following four (4) categories. Real Property Appraisers, Personal Property Appraisal Services, Appraisal Reviewers and Real Estate Consultants shall have the required certification in the services they propose to provide. Offerors shall not be approved to provide both appraisal and appraisal review services on the same project.

Category 1: Real Property Appraisal Services - includes real estate or real property, which means an identified parcel or tract of land, with or without improvements, and includes easements, right-of-way, undivided or future interests, or similar rights in a tract of land.

- May includes fractional ownership interests including minerals, timber, growing crops, fixtures, or similar interests severable from the land.

- Includes before and after valuations, if the appraisal assignment involves a partial acquisition. Partial dispositions will require analysis of severance damages, cost-to-cure, and/or special benefits.

Category 2: Personal Property Appraisal Services - includes appraisals and/or estimates of items such as personal property, business interests, machinery and equipment, signs and billboards.

Category 3: **Appraisal Review Services** - includes technical review of appraisals in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) and other applicable standards, that are appropriate for the purpose of "developing an opinion as to whether the analyses, opinion, and conclusions in the work under review are appropriate and reasonable, and developing the reasons for any disagreement."

Category 4: **Real Estate Consulting Services** – includes consulting services in conjunction with one (1) or more of the following task areas: Real Estate Marketing and Marketability, Real Estate Highest and Best Use Studies, Real Estate Feasibility Studies, Income appraisals and Lease Analysis, and Planning and Zoning Studies.

3. MINIMUM QUALIFICATIONS

Offerors submitting proposals in **Category 1** shall assure that the proposed appraisers possess a current Arizona Certified General Real Estate Appraiser certificate and the capability, requisite expertise, experience, and knowledge of the geographical area of his/her expertise so as to qualify to testify in hearings, appeals, or court appearances.

Offerors submitting proposals in **Category 2** shall have demonstrated a work history applicable to the assignment requirements. A current professional organization certificate is preferred.

Offerors submitting proposals in **Category 3** shall assure that the proposed appraisal reviewers possess a current Arizona Certified General Real Estate Appraisal certificate and the capability, requisite expertise, experience, and knowledge of the geographical area of his/her expertise so as to qualify in hearings, appeals, or court appearances.

Offerors submitting proposals in **Category 4** shall assure that they possess the capability, requisite expertise, and experience to provide consulting services in conjunction with one (1) or more of the following task areas: Real Estate Marketing and Marketability, Real Estate Feasibility studies, Income Appraisals and Lease Analyses, and Planning and Zoning Studies.

All individuals proposed by the Offeror in any of the four categories shall have the relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required services described herein, specifically knowledge of the Uniform Standards of Professional Appraisal Practice (USPAP) and review or peer review experience, as well as expertise with property type, market area, prior expert witness testimony, or consulting.

4. CONTRACTOR RESPONSIBILITIES

THE CONTRACTOR SHALL MEET WITH STATE AGENCY'S REPRESENTIVE FOR SPECIFIC ASSIGNMENT REQUIREMENTS

Category 1: Real Property Appraisal Services

Category 2: Personal Property Appraisal Services

The Contractor shall be responsible for the following activities as related to a specified parcel of property.

Initiate contact with property owners to schedule property inspection in accordance with the State Agency's Policies and Procedures.

Perform assignments in accordance with the current Federal laws, Arizona statutes and Arizona Board of Appraisal rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB) and as subsequently adopted in Arizona, as these apply to appraisals in Arizona and/or to Federally related projects.

Follow accepted principles and techniques in valuation of real and personal property in accordance with existing laws. All appraisal reports shall conform to the State Agency's Guidelines, Policies and Procedures.

Only the Contract Appraiser shall perform appraisal work for the Agency. The Contract Appraiser shall physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment. Other staff members of the Contractor may provide significant assistance in the areas of research, inspections, preparation of exhibits and acting as the appraiser's assistant. Credit for the assistant's contributions must be given in the report. However, the analysis and value conclusions must be those of the Appraiser. As such, only the Appraiser may sign the appraisal report and the Certificate of Appraiser.

The State Agency shall establish the report format and shall have final approval for the report content and submission deadline for progress and/or final reports. Unless otherwise specified, the Contractor shall prepare each appraisal report in a narrative Self-Contained Appraisal Report format. The content of each appraisal report must be consistent with the intended use. Changes to the report format, content, and/or frequency shall require approval by the State Agency Representative.

Some Agencies will be requesting electronic files for drafts as well as final reports. This is to reduce turnaround times for the Agency and expense to the Contractors.

Reports shall be complete, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised and all other required documentation and supporting data.

Perform an in-house quality review of the appraisal (including all mathematical computations, and grammar and valuation methodology) prior to submitting the report to the State.

Deliver the report to the State Agency on the date and time mutually agreed upon. Failure to deliver the report on the agreed upon due date shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Correct any errors and/or furnish any omitted required documentation as determined by the State or its authorized representative at no additional cost to the State within five (5) business days of notification. Failure to deliver corrected documentation to the State or its authorized representative within; the time frame shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Make revisions as requested by the State resulting from changes in construction and/or right of way plans. Revisions may also include the addition or deletion of parcels.

Provide expert witness services, including appraisal update, pre-trial and trial conferences, depositions, and court testimony, in connection with the State's acquisition of the property. Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels are acquired.
Maintain current copies of the Arizona Certified General Real Estate Appraiser Certificate (Categories 1 and 3) throughout the term of the contract.

Work shall be completed in a responsible and professional manner in accordance with the requirements incorporated in the appraisal assignment. Determination of the acceptability of work will be made by the State Agency. Should the Contractor fail to successfully perform any of the required tasks, provide an insufficient level of information, committed errors of any nature, and/or omitted necessary documentation concerning the work performed, the Contractor shall agree to correct deficiencies and errors, as well as furnish the required documentation at no additional costs to the State Agency.

The Contractor shall contact the State Agency's Representative immediately if the appraisal needs to be revised and/or updated due to factors beyond the Contractor's control (i.e., Appraiser was not provided adequate documentation by the State Agency).

Category 3:- Appraisal Reviewer

Contractor shall be responsible for the following activities as related to appraisal reviews:

Conduct a technical review of the appraisals in accordance with USPAP Standards for the purpose of developing an opinion as to whether the analyses, opinions, and conclusions in the work under review are appropriate and reasonable, and developing the reasons for any disagreement.

07064-IGA
REAL ESTATE / PROPERTY APPRAISERS
ADOT Contract SCC050003

Provide expert witness services, including appraisal update, pre-trial and trial conferences, depositions, and court testimony, in connection with the State's acquisition of the property. Upon expiration of the contract, there shall be no new work assignment. However, the contract shall remain in effect and continue to be extended for the services authorized by this clause until all parcels are acquired.

Provide current copies of the Arizona Certified General Real Estate Appraiser Certificate throughout the term of the contract.

Perform assignment in accordance with the current federal laws and Arizona statutes and Arizona Board of Appraisal rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB) and as subsequently adopted in Arizona, as these apply to appraisals in Arizona and/or to Federally related projects.

The State Agency shall establish the report format and shall have final approval for the report content and submission deadline for progress and/or final reports. Some Agencies will be requesting electronic files for drafts as well as final reports. This is to reduce turnaround times for the Agencies and expense to our contractors. Unless otherwise specified, the Contractor shall prepare each appraisal review report in a narrative format. The content of each appraisal review report must be consistent with the intended use. Changes to the report format, content, and/or frequency shall require approval by the State Agency's Representative.

The thoroughness of appraisal reviews varies greatly and therefore the State Agency will rely on the Seven Levels of analysis as presented in the 11th Addition for *The Appraisal of Real Estate*, published by the Appraisal Institute, 1999, page 693. The described *Levels* are presented below.

Level 1.	The report is merely scanned
Level 2.	The mathematical calculations are checked and the date is examined for its reasonableness.
Level 3.	Selected pertinent sections of the report are read.
Level 4.	The appraisal is checked to ascertain that the methodology is appropriate.
Level 5.	The entire report is read thoroughly.
Level 6.	Limited confirmation of market data is attempted.
Level 7.	Full confirmation of market data is attempted.

The State Agency shall establish the level of review and shall have final approval for the report content and submission deadline for progress and/or final reports. It is the State's intention to contract out appraisal review assignments requiring an analysis employed under Levels 5, 6, and 7.

As part of a review assignment, the State Agency may request the Contractor to develop and report a separate opinion of value.

Appraisal review work shall be performed for a State Agency only by the Contractor. Appraisal reviews may be completed without a field inspection of the subject property. However, upon the request of the State Agency, the Contractor shall physically inspect the subject property appraised and all comparable properties utilized in completing the appraisal assignment. Other staff members of the Contractor may provide significant assistance in the areas of research, inspections, preparation of exhibits, and acting as the appraiser's assistant. Credit for the assistant's contributions must be given in the report. However, the analysis and/or value conclusions (if requested) must be those of the Contractor. As such, only the Contractor may sign the appraisal review and the Certification.

If the Contractor is required to make corrections, the Contractor shall review the revised appraisal and deliver the appraisal review report to the State Agency on the time and date specified.

The Contractor must provide written justification to the State Agency if additional time is necessary to complete the appraisal review. Additional time will be considered only if appraisal corrections caused a delay in the review process.

The Contractor shall perform a quality review of the report (including all mathematical computations, grammar, and valuation methodology) prior to submitting the report to the State Agency.

Deliver the report to the State Agency on the date and time mutually agreed upon. Failure to deliver the report on the agreed upon due date shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Correct any errors and/or furnish any omitted required documentation as determined by the State or its authorized representative at no additional cost to the State within five (5) business days of notification. Failure to deliver corrected documentation to the State or its authorized representative within; the time frame shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Make revisions as requested by the State resulting from changes in construction and/or right of way plans. Revisions may also include the addition or deletion of parcels.

Work shall be completed in a responsible and professional manner in accordance with the requirements incorporated in the appraisal review assignment. Determination of acceptability of work will be made by the State Agency. Should the Contractor fail to successfully perform any of the required tasks, provide an insufficient level of information, commit errors of any nature, and/or omit necessary documentation concerning the work performed, the Contractor shall agree to correct deficiencies and errors, as well as furnish the required documentation at no additional costs to the State Agency.

Category 4: Real Estate Consultation Services

The Contractor shall perform all requested consulting services in accordance with, but not limited to, specifications set forth herein. Additionally, the Contractor is expected to perform assignments in accordance with the current Federal laws and Arizona statutes and Arizona Board of Appraisal rules related to the appropriate USPAP, as defined nationally by the Appraisal Foundation and the ASB and as subsequently adopted in Arizona, as these apply to appraisals in Arizona and/or to Federally related projects.

All reports shall conform to the State Agency's guidelines, policies, and procedures.

The following describes the primary consulting services by task and subtask, of special projects. Although the State Agency may not require the performance of all subtasks listed under each major task area, the Contractor shall have the capability of successfully completing all subtasks listed in keeping with project requirements as specified by the State Agency's Representative.

Real Estate Marketing and Marketability services include, but are not limited to, the following subtasks:

1. Demographic Patterns and Population Trends
2. Employment Trends
3. Personal Income Statistics
4. Housing Market Trends and Analysis
5. Transportation Network, Existing and Proposed
6. National Factors
7. Building Permits and Proposed development
8. Land Use Patterns and Master Plan Analysis
9. Inventory of Existing Competition
10. Industrial Growth and Trends
11. Commercial Growth and Trends
12. Residential Housing Growth and Trends
13. Retail Sales Trends
14. Other Pertinent Economic Factors
15. Supply and Demand Projections
16. Site Description and Analysis
17. Improvements description and Analysis

18. Neighborhood Description and Analysis
19. Zoning Discussion
20. Pricing Recommendations
21. Absorption Projections
22. Amenity Recommendations
23. Appropriate Maps, Photographs, Charts, and Other Exhibits

Real Estate Highest and Best Use Studies include, but are not limited to, subtasks listed herein. At the conclusion of the study, the Contractor shall specifically define, describe, and provide pertinent data upon which the Contractor developed an opinion as to the highest and best use of said property. The Contractor shall further detail the logical steps taken in order to arrive at his/her stated opinion as this information shall be utilized as the basis for subsequent analysis, comparisons, and conclusions. Real Estate Highest and Best Use Studies include, but are not limited to, the following subtasks:

1. Demographic Patterns and Population trends
2. Employment Trends
3. Personal Income Statistics
4. Housing Market Trends and Analysis
5. Transportation Network, Existing and Proposed
6. National Factors
7. Building Permits and Master Plan Analysis
8. Land Use Patterns and Master Plan Analysis
9. Inventory of Existing Competition
10. Residential Housing Growth and Trends
11. Industrial Growth and Trends
12. Commercial Growth and Trends
13. Retail Sales
14. Other Pertinent Economic Factors
15. Supply and Demand Projections
16. Site Description and Analysis
17. Neighborhood description and Analysis
18. Zoning Discussion and Analysis
19. Cash Flow and Rate of Return Analysis
20. Appropriate Maps, Photographs, Charts, and Other Exhibits
21. Assessment of existing and planned infrastructure, including the cost of the infrastructure.

Real Estate Feasibility Studies include, but are not limited to, the following subtasks:

1. Demographic Patterns and Population Trends
2. Employment Trends
3. Personal Income Statistics
4. Transportation Network, Existing and Proposed
5. National Factors
6. Building Permits and Proposed Development
7. Land Use Patterns and Master Plans Analysis
8. Inventory Growth and Trends
9. Industrial Growth and Trends
10. Commercial Growth and Trends
11. Residential Housing Growth and Trends
12. Retail Sales Trends
13. Other Pertinent Economic Factors
14. Supply and Demand Projections
15. Site Description and Analysis
16. Improvement Description and Analysis
17. Neighborhood Description and Analysis

18. Zoning Discussion
19. Pricing Recommendations
20. Absorption Projections
21. Amenity Recommendations
22. Land Valuation
23. Infrastructure Assessment, Infrastructure Construction Cost Estimate (Hard and Soft)
24. Developers Profit Projection
25. Sales Projections
26. Cash Flow Analysis
27. Profit Margin Projection and Analysis
28. Appropriate Maps, Photographs, Charts, and Other Exhibits

Assessment of existing and planned infrastructure, including the cost of the infrastructure

Income Appraisals and Lease Analyses shall include, but are not limited to, the following subtasks:

1. Demographic Patterns and Population Trends
2. Employment trends
3. Personal Income Statistics
4. Transportation Network, Existing and Proposed
5. National Factors
6. Building Permit and Proposed Development
7. Land Use Patterns and Master Plan Analysis
8. Inventory of Existing Competition
9. Industrial Growth and Trends
10. Commercial Growth and Trends
11. Residential Housing Growth and Trends
12. Retail Sales Trends
13. Other Pertinent Economic Factors
14. Supply and Demand Projections
15. Site Description and Analysis
16. Improvement Description and Analysis
17. Neighborhood Description and Analysis
18. Zoning Discussion
19. Ground Rent Recommendations
20. Absorption Projections
21. Amenity Recommendations
22. Land Valuation
23. Infrastructure Assessment, Infrastructure Construction Cost Estimate (Hard and Soft)
24. Cash Flow and Rate of Return Analysis
25. Developers Profit Projection

Planning and Zoning Studies shall include, but are not limited to, the following subtasks:

1. Draw Conceptual Development Plans
2. Draw Specific Land Use Plans
3. Draw Specific Site Plans
4. Process Planning and Zoning Applications
5. Process General Plan Amendments
6. Process Re-Zoning Applications
7. Make Presentations to City Staff and/or Appropriate Jurisdictions
8. Prepare Traffic, Drainage, Engineering, and Related Studies
9. Attend Pre-Application Conferences and Public Hearings

The State Agency shall establish the report format and shall have final approval for the report content and submission deadline for progress and/or final reports. (Some Agencies will request electronic files) Unless otherwise specified, the Contractor shall prepare each appraisal report in a narrative Report format. The content of each appraisal report must be consistent with the intended use. Changes to the report format, content, and/or frequency shall require approval by the State Agency Representative.

Perform an in-house quality review of the report (including all mathematical computations, grammar and valuation methodology) prior to submitting the report to the State.

Deliver the report to the State Agency on the date and time mutually agreed upon. Failure to deliver the report on the agreed upon due date shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Correct any errors and/or furnish any omitted required documentation as determined by the State or its authorized representative at no additional cost to the State within five (5) business days of notification. Failure to deliver corrected documentation to the State or its authorized representative within; the time frame shall result in the assessment of liquidated damages as reimbursement for the State's administrative costs of the delay in the amount of $100.00 per report for each business day beyond the due date, excluding state holidays.

Make revisions as requested by the State resulting from changes in construction and/or right of way plans. Revisions may also include the addition or deletion of parcels.

Work shall be completed in a responsible and professional manner in accordance with the requirements incorporated in the assignment. Determination of acceptability of work will be made by the State Agency. Should the Contractor fail to successfully perform any of the required tasks, provide an insufficient level of information, committed errors of any nature, and/or omitted necessary documentation concerning the work performed, the Contractor shall agree to correct deficiencies and errors, as well as furnish the required documentation at no additional costs to the State Agency.

5. <u>All Categories: Appraisal, Appraisal Review, and Consulting Services</u>

a. The type, extent and duration of services provided by the Contractor, and project cost(s) shall be established between the State Agency Representative and the Contractor prior to the provision of services.

b. The Contractor will be contacted when the State Agency determines a need for the services. When services are requested, the Contractor shall prepare a task proposal, as directed by the State Agency. The State Agency Representative may authorize the Contractor to proceed with the task by issuance of purchase order. The Contractor may not proceed with any task, until written authorization is provided by the State Agency.

Task Assignment changes defining and limiting the work and compensation must be authorized in writing by the State in advance.

The Contractor shall **not bid** on State Agency appraisal work within any particular project where Contractor represents a property owner. Further, the Contractor shall not later agree to represent a property owner located within any particular project where the Contractor has provided appraisal services to a State Agency.

The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.

6. <u>STATE AGENCY RESPONSIBILITIES</u>

THE STATE AGENCY'S REPRSENTATIVE SHALL PROVIDE THE CONTRACTOR WITH SPECIFIC ASSIGNMENTS, REQUIREMENTS AND APPLICABLE POLICIES AND PROCEDURES

The State Agencies will provide or make available the following:

Parcel maps or right of way plans, ownership record sheets, construction plans and title reports, if applicable to assignment and if available.

Specific directives and required forms as necessary. Policies and Procedures applicable to the assignment.

All pertinent documents and information contained in the State Agency's files.

Written description of the services required and the due date for submission.

Written authorization to proceed with specified work .

Clauses

Special Terms and Conditions

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	CL #	Clause Name

ACCURACY OF WORK

Cancellation For Possession Of Weapons On State Property

Changes (Fixed Price)

Conflict of Interest

Contraband

Contract Extension

DELAYS AND EXTENSIONS

ESCALATION

FEDERALLY REQUIRED TERMS

Insurance: Professional Services Contracts

INVOICING

Key Personnel

Liquidated Damages (as Stated)

Multiple Award

Non-Exclusive Contract

Offshore Performance of Work Prohibited

Payment

PERFORMANCE STANDARDS

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REAL ESTATE / PROPERTY APPRAISERS
ADOT Contract SCC050003

RELATIONSHIP WITH OTHERS

REMOVAL OF CONTRACTOR'S EMPLOYEES

REVIEW OF CONTRACTOR?S WORK

Term of Contract (One Year)

VENDOR REGISTRATION

Clauses
Uniform Terms and Conditions
Contract # SCC050003-39-A3

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CL #	Clause Name
1	Definition of Terms
1.1	Attachment
1.2	Contract
1.3	Contract Amendment
1.4	Contractor
1.5	Days
1.6	Exhibit
1.7	Gratuity
1.8	Materials
1.9	Procurement Officer
1.10	Services
1.11	Subcontract
1.12	State
1.13	State Fiscal Year
2	Contract Interpretation
2.1	Arizona Law
2.2	Implied Contract Terms
2.3	Contract Order of Precedence
2.4	Relationship of Parties

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REAL ESTATE / PROPERTY APPRAISERS
ADOT Contract SCC050003

2.5 Severability

2.6 No Parole Evidence

2.7 No Waiver

3 Contract Administration and Operation

3.1 Records

3.2 Non-Discrimination

3.3 Audit

3.4 Facilities Inspection and Materials Testing

3.5 Notices

3.6 Advertising, Publishing and Promotion of Contract

3.7 Property of the State

3.8 Ownership of Intellectual Property

4 Costs and Payments

4.1 Payments

4.2 Delivery

4.3 Applicable Taxes

4.4 Availability of Funds for the Next State Fiscal Year

4.5 Availability of Funds for the Current State Fiscal Year

5 Contract Changes

5.1 Amendments

5.2 Subcontracts

5.3 Assignment and Delegation

6 Risk and Liability

6.1 Risk of Loss

6.2 Indemnification

6.3 Indemnification - Patent and Copyright

6.4 Force Majeure

6.5 Third Party Antitrust Violations

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REAL ESTATE / PROPERTY APPRAISERS
ADOT Contract SCC050003

7 Warranties

7.1 Liens

7.2 Quality

7.3 Fitness

7.4 Inspection/Testing

7.5 Year 2000

7.6 Compliance With Applicable Laws

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

8 State's Contractual Remedies

8.1 Right to Assurance

8.2 Stop Work Order

8.3 Non-exclusive Remedies

8.4 Nonconforming Tender

8.5 Right of Offset

9 Contract Termination

9.1 Cancellation for Conflict of Interest

9.2 Gratuities

9.3 Suspension or Debarment

9.4 Termination for Convenience

9.5 Termination for Default

9.6 Continuation of Performance Through Termination

10 Contract Claims

11 Arbitration