



Property Appraisal Services

RFP 12-1875

Metro Sustainability Center Department – Natural Areas Program

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Kathleen Brennan-Hunter
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Procurement Analyst

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503-797-1613

Notice is hereby given that proposals for RFP 12-1875 for *Property Appraisal Services* shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on May 17, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and conditions.

Request for Proposals

I. INTRODUCTION

The Natural Areas Program of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Property Appraisal Services. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The voters of the Metro region approved a \$227.4 million General Obligation bond measure in November 2006 for Metro's Natural Areas Program. The funds are for Metro's acquisition of approximately 3,500 to 4,500 acres of land in 27 target areas including 6 trail corridors throughout the Metro region. In addition to acquisition of the entire fee interest in property, Metro has acquired and will acquire a variety of other property rights, such as timber and development rights, conservation easements, or trail or access easements. These acquisitions require estimates of the market value of the property or of the property interest to be acquired, or in some cases, estimates of other value based on other definitions, such as the Value in Use, Investment Value or other valuation premise. Metro estimates that the program will be substantially complete within 5 years; however, because this is a willing seller program, certain parcels may take longer to acquire. Metro expects to utilize the services of appraisers throughout the remainder of the program.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is soliciting written proposals from qualified Real Property Appraisers for the Metro Natural Areas Program (www.oregonmetro.gov/naturalareas). The intent of this RFP is to provide Metro with a list of qualified firms that would be under contract to provide "on call" services relating to the appraisal of real property to be acquired by Metro. Not every responder need be able to provide all of the appraisal services listed below in this section, and responders are encouraged to indicate if they have a particular specialty. Using this RFP, multiple consultants will be selected. Master contracts will be executed with each of the selected consultants that will establish the general requirements. During the term of the each consultant's master contract, the consultant will be asked to respond to individual assignments to perform certain services. The assignments will be specific to an individual property transaction. Consultant(s) will be asked to indicate their availability to perform the specific assignment within the stated time requirements, their proposed fee based on the amount of time anticipated to complete the work at the hourly rates established in their contract with Metro (unless the contract indicates a flat fee for the work), materials and equipment by unit cost, and related subcontractor fees at hourly rates and unit costs. In addition, consultants will be required to fully disclose actual or potential conflicts of interest consultants may have based on the subject of the assignment, any interest the consultant may have based on the subject of the assignment, and any interest the consultant has in the property or any other related property. Consultants will also be required to enter into a confidentiality agreement with Metro.

Consultants are not guaranteed to receive any certain number of assignments; however, Metro anticipates that there will be a substantial number of individual property transactions in which property appraisal services will be required. Most assignments are estimated to cost between \$1,000 to \$6,000.

Real Property Appraisers shall be state licensed and certified to provide any or all of the following appraisal or appraisal related services.

Request for Proposals

- Prepare a high quality narrative real property appraisal in summary report format, providing a determination of fair market value, supported by detailed analysis of comparables and discussion of all material variables that may affect value, in compliance with USPAP standards (and federal and ODOT right-of-way acquisition standards, if necessary).
- Prepare a FNMA 1004 residential appraisal report or its equivalent.
- Provide review of appraisals for compliance with USPAP standards and with federal and ODOT right-of-way acquisitions standards, if necessary, for a flat fee
- Provide real estate consulting services, such as comparable sales research and data, preliminary value estimates for budgeting purposes, and value estimates for cost comparison purposes, on an hourly fee basis.

Appraisers will submit a draft (Adobe PDF format), and once finalized, three bound originals and one electronic copy (Adobe PDF format) of all appraisals and appraisal reviews.

IV. QUALIFICATIONS/EXPERIENCE

Proposing Appraisal Firms or their identified Principal/Project Manager must have at least 5 years experience appraising property in the Metro region. Preference will be given to Proposers that have proven experience applying their expertise in any of the 28 target areas and 6 trail corridors. Proposers must demonstrate to Metro that key personnel possess the proper credentials, licensing, experience and training to perform this work for Metro, that they will provide high quality appraisals with thorough and thoughtful analysis of the factors affecting value for any given property or property interest, and that they will timely complete their appraisal assignments.

V. PROJECT ADMINISTRATION

Consultant must identify specific personnel assigned to the appraisal, their roles in relationship to the services required and their specific qualifications. Metro will provide Consultant with opportunities to provide bids on potential appraisal assignments. If the bid terms are acceptable, Metro will prepare specific assignments ("work orders") to the Consultant, which work orders will include a description of the services to be rendered, the cost of such services (time and materials by unit cost basis) and a time period in which to complete the assigned tasks. Consultant will not proceed with work until the work order, properly executed by Metro, has been received. The Office of Metro Attorney will assign and manage the work of the Consultants. Metro staff shall have direct contact with the Consultant's staff that will be performing the work. Consultants will cooperate with Metro staff and other consultants as directed to perform services required. Metro will cooperate fully with the Consultant to achieve the objectives of the contract by providing Consultant information and direction in a timely and effective manner.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals:

5 copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:
Metro Procurement Services
Attention: Sharon Stiffler – RFP 12-1875
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline:

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

Request for Proposals

- C. RFP as Basis for Proposals:
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Sharon Stiffler at Sharon.stiffler@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after May 10, 2011.
- D. Information Release:
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempt from disclosure.
- E. Minority, Women and Emerging Small Business Program:
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.
- F. Pre-Proposal Conference:
A voluntary pre-proposal conference will be held at 600 NE Grand Avenue, Portland, OR 97232-2736 in Room 370 A/B on May 3, 2011 at 9:00 a.m. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements.

VII. PROPOSAL CONTENTS

The proposal should contain not more than 12-14 pages of written material (excluding resumes and brochures, which may be included in an appendix) describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who may be assigned to an appraisal assignment, and who will be the point of contact with Metro, and indicate that the proposal will be valid for ninety (90) days.
- B. Approach/Appraisal Work Plan: Give a written explanation of your understanding of the effort needed to perform the requirements of each appraisal, you or your firm's approach to individual assignments and ability to provide analysis of key factors that affect value, and why you or your firm should be selected. Include discussion of your ability to assign personnel to projects on short (one or two week) notice and to meet aggressive schedules. Indicate any specialty or niche appraisal work of your firm.
- C. Staffing/Project Manager Designation: Identify specific personnel that may be assigned to appraisal tasks, their roles in relation to the work that will be required, and special

Request for Proposals

qualifications such personnel may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to multiple individual firms to provide the appraisal services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Explain how your firm meets the experience and other requirements listed in Section IV of this RFP. Identify up to three appraisal assignments conducted over the past five years for parties other than Metro which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of individual appraisal assignments and the proposed method of compensation. List hourly rates for personnel assigned to the appraisal, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Sustainable Business Practices:
- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
 - Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
 - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical,

Request for Proposals

dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- H. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or attached Personal Services Agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause: Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Request for Proposals

	Percentage of Total Score
Project Work Plan/Approach	40%
1. Demonstration of understanding of the project objectives	
2. Demonstration of ability to perform	
Project Staffing Experience	25%
1. Qualifications	
2. Experience	
Budget/Cost Proposal	25%
1. Projected cost/benefit of proposed work plan/approach	
2. Commitment to budget and schedule parameters	
Diversity	5%
1. Work Force Diversity	
2. Diversity in Contracting	
3. Diversity of Firm	
Sustainable Business Practices	5%
1. Environmental Impact	
2. Support of local business and markets	
3. Employee compensation structure	
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

Natural Areas Program
Property Appraisal Services
Sample Personal Services Contract:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

For Personal Service Agreements \$50,000 & Up

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____ referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____, 2011, and shall remain in effect until and including _____, 2016, unless terminated or extended as provided in this Agreement. The provisions of the Confidentiality Statement attached as Exhibit B shall survive this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," and "Exhibit B – Confidentiality Statement," which are incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work and the Confidentiality Statement, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit C, in lieu of the certificate showing current Workers' Compensation insurance.
 - d. Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000.

Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

- e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (1) six years from the date of final completion of the contract to which the records relate or (2) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited

Natural Areas Program

Property Appraisal Services

Sample Personal Services Contract:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which

Natural Areas Program
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may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section. The provisions of the Confidentiality Statement attached as Exhibit B shall survive the termination of this Agreement.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

By _____
Title _____
Date _____

METRO
By _____
Title _____
Date _____

Natural Areas Program
Property Appraisal Services
Sample Personal Services Contract:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

EXHIBIT A
SCOPE OF WORK FOR REAL PROPERTY APPRAISER

1. General. Contractor will prepare appraisals of real property and real property interests in specified sites in Multnomah, Clackamas and Washington Counties. Specific appraisal assignments will be given to Contractor which will include a description of the services to be rendered, the cost of such services (time and materials basis) and a time period in which to complete the assigned tasks. Contractor will not proceed with work until a written assignment (work order), properly executed by Metro, has been received.
2. Scope of Work.
 - 2.1 Upon request of Metro staff, Contractor shall provide one or more of the below listed Appraisal and Appraisal related services, including but not limited to:
 - Prepare a narrative real property appraisal in summary report format, providing a determination of fair market value, and revise appraisal as necessary to respond to issues raised in any subsequent review appraisal
 - Prepare a FNMA 1004 residential appraisal report or its equivalent
 - Provide review of appraisals for compliance with USPAP standards and if applicable, federal and ODOT right-of-way acquisitions standards, for a flat fee
 - Provide real estate consulting services, such as comparable sales research and data, preliminary value estimates for budgeting purposes, and value estimates for cost comparison purposes, on an hourly fee basis.
 - 2.2 Contractor may be contacted by Metro staff to submit a bid on a specific task. If Contractor's bid is accepted, a work order will be issued under the terms of this contract.
 - 2.3 Alternatively, Metro will issue a work order directly to Contractor once Metro has determined the Contractor is able to meet the deadline of a specific task.
 - 2.4 All appraisals and reviews shall comply with USPAP standards, and if applicable, federal and ODOT right-of-way acquisition standards. No extraordinary assumptions may be made by the appraiser in the course of the appraisal assignment unless specifically authorized in advance by an attorney that works in the Office of Metro Attorney.
 - 2.5 Appraisers must submit a draft of the appraisal or appraisal review (Adobe PDF format), and once finalized, three bound originals and one electronic version (Adobe PDF format) of all appraisals and appraisal reviews.
3. Payment and Billing.
 - 3.1 Contractor's Proposal submitted in response to Metro's RFQ/P for Property Acquisition Services is incorporated into this contract by this reference; if there is any conflict, the other parts of this contract shall prevail. The maximum contract price shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).
 - 3.2 The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall reflect payment for requested services rendered to Metro. Contractor's statements will include an itemized statement of work done and expenses incurred and will be submitted upon completion of the specific work order, and will be sent to Metro, to the attention of the staff member from whom the Contractor received the work order. Metro will pay Contractor within 30 days of an approved statement.

Natural Areas Program
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Sample Personal Services Contract:



600 NE Grand Ave.
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EXHIBIT B
CONFIDENTIALITY STATEMENT

I, the undersigned, an authorized representative of _____ (“Contractor”), acknowledge and agree that in carrying out the Scope of Work pursuant to this agreement with Metro, as an **Appraiser** for the Metro Natural Areas Program, Contractor and its employees working pursuant to this agreement, will be considered to be “public officials” as defined in the Oregon Code of Ethics, ORS Chapter 244, and, therefore, Contractor and its employees’ actions will be subject to the restrictions and requirements of the Oregon Code of Ethics. With respect to the Natural Areas Program, specifically, Contractor agrees that it shall not be involved in any real estate transaction undertaken or proposed by Metro in which Contractor or any of its employees or their family members or another client of Contractor’s has a personal interest. Contractor agrees that if Contractor, its employees, its employees’ family members or one of its clients own property that Metro is considering to purchase, Contractor shall notify Metro in writing of this potential or actual conflict of interest. Contractor agrees that it is prohibited from using confidential information for private gain, including the receipt of personal gifts from those having a potential interest in Natural Areas acquisitions. Contractor also agrees that it and its employees shall not reveal any confidential information regarding Metro’s Natural Areas Program, including information related to any property that Metro is considering to purchase to any third party at any time, including after the termination of this agreement or the termination of any employee working under this agreement. Contractor agrees to provide a copy of this confidentiality statement to all employees working under this agreement and to make a good faith effort to ensure that such employees have read this agreement and understand that the provisions of this Exhibit B apply to them while working under this agreement and thereafter.

By _____
Name _____
Title _____
Date _____