



**City of Wentzville
Department of Procurement**

REQUEST FOR PROPOSALS NO. #16-256

APPRAISAL SERVICES

Solicitation Issue Date:
April 8, 2016

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**Request for Proposals
For
Appraisal Services**

SECTION 1. PURPOSE / INTRODUCTION / BACKGROUND

The City of Wentzville is soliciting a Request for Proposals from qualified Firms to provide as-needed appraisal services. The City plans to award to a primary and secondary contract. The term of the awarded contract shall be date of award through two years, with City reserving the option to renew for two additional one-year periods.

SECTION 2. SUBMISSION OF PROPOSALS

One (1) original and one (1) copy shall be submitted, in a sealed envelope or package

RFP Due: April 28, 2016, 2:00 p.m. prevailing Central time

Location: City of Wentzville
RFP #16-256
Attn: Procurement Department
310 West Pearce Blvd
Wentzville, MO 63385

Contact: Alice Winkelman, Senior Procurement Specialist
Phone: 636-639-2026 E-mail: Alice.Winkelman@Wentzvillemo.org

ALL QUESTIONS SHOULD BE TRANSMITTED VIA E-MAIL

SECTION 3. PROPOSAL REQUIREMENTS

The City will consider proposals from Firms with specific experience and success in performing appraisal services. All proposals must include:

- A. Firm name, address, telephone number and contact person(s) email address.
- B. Brief history of Firm, including number of years of experience.
- C. List of at least three recent (last 24 months) organizations (preferably other Missouri city governments) that have used the Firm's services on similar projects, with contact names and contact information for reference checks.
- D. Description of the Firm's processes, method of approach, and timeline.
- E. Identification of specific services to be provided.
- F. Information on the staff members that will be working on the City's project.
- G. Proof of licensure for each appraiser
- H. Fee Schedule
- I. Non-Collusive Form, completed
- J. Proof of listing on MoDOT qualified appraiser listing

SECTION 4. SCOPE OF SERVICES

4.1 Overview/Objective:

The scope of services will consist of providing professional real estate appraisal services as needed and requested by the City of Wentzville. The intent is for the city to utilize a primary and secondary Firm for these services. The appraisal Firm shall appraise values resulting from right-of-way acquisition, temporary slope construction licenses, permanent drainage easements and public utility easements, review appraisals, as well as the diminution of value due to construction projects. In all cases a determination of each parcel's value before and after the partial taking shall be done. The appraisal shall also account for the effects of project influence and any special benefits or special detriments that may accrue to the parcel owner, if any. The appraiser is responsible for assigning values may be called upon to defend their values in court proceedings. All work provided by the appraiser shall conform to the procedures established in the Local Public Agency Land Acquisition Manual prepared by the Missouri Department of Transportation.

The appraisal Firm may also be requested to appraise real estate (land or buildings) that the City may wish to sell/buy.

4.2 Qualifications:

Individuals performing real estate appraisal services under the contract shall have the following qualifications:

- a. Missouri General Real Estate Appraiser License (license in good standing)

- b. Familiar with condemnation process, has an established record for condemnation appraisal work, and has established record of in court testimony.
- c. Must be listed on MoDOT approved contract appraiser list.
- d. Familiar with all Federal and State appraisal format.

4.3 Scope of Services:

4.3.a. Appraisals must be completed within approximately 35 days of notice to proceed for each assignment. Each Work Authorization Form will detail the specific number of days for each assignment.

4.3.b. The appraisals will be prepared in conformity with and subject to the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation as well as to the procedures established in the Local Public Agency Land Acquisition Manual prepared by the Missouri Department of Transportation and the Federal Highway Administration. The Standard Appraisal Format will include limited information pertaining to the subject property, neighborhood, purpose and function of the report, property rights considered, real estate assessment and taxes, zoning, highest and best use, as well as property valuations on both before and after bases, based upon the applicable of the three approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches, reconciliation and value conclusion, in order to ascertain the just compensation due to the property owner.

All work prepared must be done under the direct supervision of a Missouri Licensed Real Estate Appraiser with the State Certified General Classification.

4.4 Confidentiality:

Each assignment is undertaken as part of a confidential and privileged communication. In order to protect, as privileged, the communications and materials, which are generated during the appraisal process, the appraiser shall take the following measures:

- All documents generated by the Firm or furnished to the Firm by the City shall be considered (unless specifically marked otherwise) as confidential and privileged documents and shall be marked "Confidential and Privileged".

- All correspondence and oral or written reports concerning this agreement and the performance thereof shall, if written, be marked "Confidential and Privileged".
- The Firm agrees to obtain the same assurances as to confidentiality and nondisclosure set forth above from all persons who may be called upon to assist appraisers in providing the services specified under this agreement.
- Any and all information developed or supplied, or reports submitted hereunder are the sole and exclusive property of the City and shall not be divulged by the Firm to other parties verbally or in writing or be reproduced without prior written approval of the City. The City retains the unilateral and unrestricted right to use or distribute such information and reports, or excerpts therefrom, in any and all ways which the City may deem appropriate.
- This section shall be in compliance with Missouri Sunshine Law (RSMo 610.011).

4.5 Documentation:

The City will make available the following data.

1. Plot plan and summary of proposed acquisition including:
 - a. Ownership of each parcel
 - b. Legal descriptions for right-of-way and easements
 - c. Total area before acquisition
 - d. Area(s) of existing fee right-of-way (if applicable)
 - e. Area(s) of permanent acquisition
 - f. Access control (if applicable)
 - g. Area(s) of temporary acquisition
2. Other Information
 - a. Right-of-way plans and one (1) set of cross sections
 - b. Copies of pertinent correspondence and project information
 - c. Right-of-way and easement descriptions for the preparation of legal documents in a Microsoft Word format.

4.6 Reporting:

The Firm shall provide one (1) appraisal report with photographs, and one (1) electronic copy. Each property report shall be in a complete, self-contained format.

4.7 Additional Services:

The Firm shall provide the following additional services at the written direction of the City:

- a) Participate in any trial preparation, conference, or give court testimony related to the completed appraisal.
- b) Perform other miscellaneous appraisal related services.

4.8 Escalation:

The rates/prices provided in the Firm's proposal may not be adjusted within the first two years (the initial term) of the contract. Thereafter, 60 days before the contract anniversary, the Firm may submit a request in writing to the City's Director of Procurement for an increase. The request must be clearly describe and justify increased expenses. The City may, in its discretion, approve the request provided it is satisfied that the Firm's request is justified. The amount of increase may not exceed three (3%) percent.

4.9 Work Authorization Form: Work Authorizations will be developed for specific assignments by the City Engineering Division requesting the work and the fee will be provided by the Firm based upon the scope of that specific assignment.

**RFP #16-256 APPRAISAL SERVICES
SECTION FIVE
OFFER AND SCHEDULE OF FEES**

The undersigned has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein. The fees stated below must include all necessary costs including, but not limited to, labor, materials, overhead, administrative charges, and profit.

Proposed Hourly Rate for Appraisals and Review Appraisals: \$ _____/hr

**Proposed Hourly Rate for Trial Preparation; Court
Appearances; and Condemnation Hearings:** \$ _____/hr

Additional Costs: please list any additional costs not covered above:

Date: _____

Legal Company Name: _____

Signature: _____

Name (Printed): _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone No.: _____ Fax: _____

Email address: _____

Federal Tax ID No.: _____

State in which Company is incorporated: _____

State Business/Charter Number: _____

SECTION 6. EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

- A. Responsiveness of the proposal. (10 points)
- B. Ability, capacity, and experience of the Firm to perform the services; qualifications of staff proposed for the project, including Missouri General Real Estate Appraiser license(s). (25 points)
- C. Firm's plan/processes, services to be provided, method of approach, and timeline (25 points)
- D. Rate/Price to provide the services requested. (30 points)
- E. Responses to the Firm's references. (10 points)

SECTION 7. SELECTION PROCESS

The City will review and evaluate the proposals based on the evaluation criteria in Section 6. Firms may be selected for interviews or questioned for clarification. However, the City may choose to proceed without interviewing any Firms. The City plans to award a primary and secondary contract.

SECTION 8: MISCELLANEOUS

- A. **Schedule:** The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	April 8, 2016
Deadline for Questions	April 20, 2016
City's Response to Questions	April 21, 2016
Proposals Due Date	April 28, 2016

- B. **Questions Regarding Scope of Work or Proposal Process:** To ensure fair consideration for all Firms, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Firm to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between Firm and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Firm may be grounds for disqualifying the offending Firm from consideration for award of the proposal and/or any future proposal(s).
- C. Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City's Procurement Department (See Contact, Page 3) in writing by the deadline specified in the RFP. No inquiries, if received after the deadline set for receipt of questions may be given any consideration.

- D. **Addenda:** If it becomes necessary to revise or amend any part of this Request for Proposal, the Procurement Department will post the revision by written Addendum to the Request for Proposal on the City's website http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php. It is the Bidder's responsibility to check for any issued addendums prior to submitting their proposal.
- E. This solicitation is a Request for Proposals therefore there is no public opening nor will the names of the Firms be read.
- F. The City reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all the proposals. The City of Wentzville reserves the right to cancel this RFP in part or in its entirety.
- G. **City Seal, Flag and Logo:** In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Firm agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.
- H. **Non-Discrimination:** The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.

The City of Wentzville hereby notifies all Firms that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

APPRAISAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2016, by and between _____, a _____ having a principal office at _____ (the "Firm"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

- A. In response to RFP #16-256 of the City requesting proposals for appraisal services, the Firm has submitted a certain Proposal in accordance with the Proposed Documents to perform the Services.
- B. After due consideration, the City has accepted the Proposal of the Firm and the parties hereto desire to enter into this Agreement whereby the Firm shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Firm as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Firm hereby agree as follows:

- 1. **Contract Documents.** This Agreement shall consist of: (i) RFP #16-256 including, without limitation:
 - a. Request for Proposals
 - b. Firm's Proposal and Schedule of Fees
 - c. Scope of Services
 - d. Affidavit of Non-Collusion
 - e. Executed Agreement
 - f. Affidavit of Participation in Federal Work Authorization Program Form
 - g. E-Verify with Electronic Signatures
 - h. Terms and Conditions
 - i. Work Authorization Form
 - j. Notice of Award (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). When any provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** The term of this contract shall be date of award through _____(two years), with City reserving the option to renew for two additional one-year periods, subject to the “Multi-year contracts; Non-appropriation” provisions of the attached General Conditions. Upon expiration of the last term, the agreement will proceed on a month-to-month basis until the City is able to obtain a new agreement through the processed dictated by the City Procurement Policy.

3. **Scope of Services**

Services to include all services set forth in the Scope of Services, Section 4 of the Request for Proposal (the “Services”) and described in more detail in specific written Work Authorizations approved between the City and the firm for each assignment.

No Services shall be performed by Firm without first entering into a written Work Authorization for each project hereunder. The written Work Authorization shall describe the details of each project and shall include an estimate of the total fees and expenses associated with Firm’s work for such project. Each written Work Authorization shall be deemed an amendment to this Agreement and shall incorporate all of the terms and conditions of this Agreement by reference.

Except as expressly specified herein, Firm hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Section 4 of the Request for Proposal and each separate written Work Authorization. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4th class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Firm in accordance with all the provisions of this Agreement, City policies and attached City of Wentzville General Conditions for the Services, attached to the Request for Proposal and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Compensation**

For the services described in Scope of Services above, the City will pay and the Firm will accept in compensation, payment on a time and materials basis for each separate assignment based on the hourly rates for professional services set forth in the Offer and Schedule of Fees attached hereto and incorporated herein by reference. Firm shall not seek compensation for and the City shall have no obligation to pay Firm for any Services not identified in a written and signed Work Authorization. Payment obligations beyond one year from the Notice of Award, are subject to the “Multi-year contracts; Non-appropriation” provisions of the attached General Conditions.

When requested the Firm shall furnish the City with additional detail for any invoice submitted which may include, but not necessarily be limited to, supporting documentation, calculations, man-hours and cost breakdowns that support invoiced amount. The documentation shall detail the services, work, and or expenses during the time period in question. No payment shall be granted prior to this documentation being submitted for review

and approval, in those instances when such a request has been made by the City.

5. Time and Manner of Payments

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.

6. Attorney Fees' and Costs. The Firm shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Firm's breach of the Agreement, the Firm's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

7. Other Representations, Warranties and Other Covenants by the Firm. The Firm represents and warrants that the Firm has been engaged in such work as is required for the Services and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Firm has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Firm's obligations under this Agreement. The Firm further represents and warrants that the Firm is an equal opportunity employer. The Firm agrees that the Firm shall not use in any form or medium the name of the City for any advertising unless the Firm receives the prior written consent of the City.

8. Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9. Firm's Liability Insurance. The Firm shall obtain and maintain during the term of the Project and the City Firm Agreement the insurance coverage's at least equal to the coverage's set forth in this paragraph 9, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverage's shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverage's are included in the Bid Amount and no additional payment will be made therefor by the City:

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence \$2,735,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 bodily injury by accident (each accident) \$1,000,000 bodily injury by disease (each employee)

\$1,000,000 bodily injury policy limit

Professional Liability - Errors and Omissions \$1,000,000 per claim

In addition, the Firm and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Firm commencing the services as outlined in the Request for Proposals. The certificates must state, "The City of Wentzville is an additional insured", on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Wentzville, Attention City Clerk, 310 W Pearce Blvd., Wentzville, MO 63385." The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverage's or amounts required by this paragraph 9 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

10. Termination. The City shall have the right to terminate this Agreement at any time for any reason by giving the Firm written notice to such effect. The City shall pay to the Firm in full satisfaction and discharge of all amounts owing to the Firm under this Agreement an amount equal to the cost of all Services performed by the Firm up to such termination date, less all amounts previously paid to the Firm on account of this Agreement Price. The Firm shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Firm for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

11. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

FIRM

CITY OF WENTZVILLE, MISSOURI

By: _____
Name

By: _____

Address

Date: _____

City, State, Zip

APPRAISAL SERVICES AGREEMENT TERMS AND CONDITIONS

Independent Firm. The Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Firm shall be employees of said Firm and not employees of the City in any respect.

Compliance with Laws. The Firm shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Firm shall notify the City of the nature and impact of such conflict.

Subcontracts. The Firm shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Firm utilizes a subcontractor, the Firm shall ensure that any agreement between Firm and such subcontractor complies with all requirement imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Firm.

If the Firm submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Firm of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Firm warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo., upon the receipt of such payment by the Firm, will not be subject to a lien under 429.015 RSMo.

Indemnification. To the fullest extent permitted by law, the Firm agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently performed hereunder by the Firm, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Firm under the terms of this agreement. The Firm shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Firm agrees that this indemnification requires the Firm to obtain insurance in amounts specified herein and that the Firm has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Firm shall look solely to the City for the satisfaction of any claims the Firm may have arising under this Agreement.

Insurance. The Firm shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Firm shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise

approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Firm's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

Nondisclosure/Confidentiality. The Firm agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

Changes. No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Firm shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Firm, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Firm shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Firm, upon written notice from the City, to immediately proceed with such alteration or change, and the Firm shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Nonappropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Firm shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Firm.

Other Firms. The City reserves the right to employ other Firms in connection with the Services.

Request for Proposals. If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Firm in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Firm/Services Agreement or proposal of the Firm, the requirements of the City's Request for Proposal and this executed Firm/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

Work Records and Work Product. The Firm shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Firm created in performance of or relating to this Agreement. The Firm agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Firm shall promptly deliver to City any documents, and work product, whether printed or electronic.

Personnel. The Services shall be performed exclusively by the personnel of the Firm identified in the Firm's proposal and no other personnel of the Firm shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Firm shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Firm shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Firm shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Representations. The Firm agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

Governing/Choice of Law; Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri or the U.S. District Court for the Eastern District of Missouri.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Presented as information; not required with proposal

PROOF OF E-VERIFICATION WITH U.S. DEPARTMENT OF HOMELAND SECURITY

Electronic Signature Page

**WORK AUTHORIZATION
APPRAISAL SERVICES AGREEMENT #16-256**

Contract #16-256	Work Authorization Number:
Date:	PO Number:
Estimated Completion Date:	
Estimated Cost:	

Authorized Entity	
Contractor Name:	
Address:	
Address:	
Contact Number:	

Description of Services:
<i>Appraisal(s) must to be completed within 35 days of notice to proceed for each assignment.</i>

The Firm is hereby authorized to perform the services as described above not to exceed the cost estimated. All authorized services shall be performed in accordance with the original Contract #16-256 and in strict compliance with the Terms & General Conditions of the contract. No Terms & Conditions on any Contractor proposal shall be accepted.

Signed: _____ Date: _____
Signature of Firm

Signed: _____ Date: _____
Signature of Director of Public Works

Reviewed: _____ Date: _____
Signature of Director of Procurement Department

Approved: _____ Date: _____
Signature of City Administrator, City of Wentzville, MO