

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 6th day of September 2022 by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and The Appraisers, a Utah limited liability company located at 350 E Center St STE 200 Provo, Utah 84606.

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as *Exhibit A*.

Reappraisal of all commercial properties, Land and Buildings within Grand County, Utah. Scope of work will include approximately 1060 land parcels and 1300 buildings.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. **PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

Project will commence September 1, 2022 and be concluded by April 1, 2023.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before June 1, 2023.

4. **PAYMENT.**

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: \$188,900

(the "Compensation"). Contractor shall invoice the County \$15,000 in 2022. Remaining balance will be paid upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

- b. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

See Exhibit B-D.

5. **CONTRACTOR, DEFINED.**

- a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
- b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
- c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
- d. This Section shall survive expiration or termination of this Agreement.

- 6. **OWNERSHIP RIGHTS.** Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. This Section shall survive expiration or termination of this Agreement.

7. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. This Section shall survive expiration or termination of this Agreement.

9. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate

ii.

Workers' Compensation and Employers' Liability Insurance with coverage of not less than \$100,000 for bodily injury caused by accident and \$100,000 for bodily injury by disease unless Contractor attaches a Workers' Compensation Coverage Waiver hereto; and

iii. Automobile and Insurance

Commercial Appraiser shall use a personal automobile in the performance of this contract and shall maintain automobile liability insurance with limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and not less than \$20,000 per occurrence for property damage. Commercial Appraiser shall bear the responsibility for any insurance requirements.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as *Exhibit B-D* and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement

10. BREACH. As used herein, Breach shall mean any failure by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

11. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

12. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions,

causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.

13. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control (“Force Majeure”), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
14. ENTIRE AGREEMENT / SUBCONTRACTORS. This Agreement together with its *Exhibits B-E* contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.
15. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
16. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
17. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or

County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

18. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
19. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
20. SEVERABILITY. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
21. UNDERSTANDING AND EFFECT OF AGREEMENT.
 - a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
 - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
22. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
23. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

24. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature Printed Name of Contractor and Title Date

County Signature Chair, Grand County Commission Date

ATTEST:

Grand County Clerk/Auditor Date

Contact Information

Contractor's Contact Information

Name: Gordon Lowe
Title:
Address:
Phone: 801-377-7785
Fax:
Email:

County's Assigned Project Manager

Name: Debbie Swasey
Title: Assessor
Address:
Phone: 435-259-1329
Fax:
Email: dswasey@grandcountyutah.net



P.O. Box 325 • Provo, Utah 84603 • Phone (801) 377-7785 • Fax (801) 377-7798 •
www.TheAppraisersInc.com

June 24, 2022

Grand County Clerk-Auditor
ATTN: Gabriel Woytek
125 East Center Street
Moab, UT 84532
gwoytek@grandcouth.utah.net

RE: Commercial Reappraisal for 2023 Tax Roll

To Whom it concerns:

I am writing in response to the referenced mass appraisal services requested by Grand County, posted in The Times-Independent on June 2 and 9, 2022. It was a pleasure working with the Grand County Assessor's Office and other county agencies since our first appraisal contract in 2008.

The Appraisers, Inc. has performed mass appraisal services for counties throughout Utah over the past 35 years. County services have included benchmark appraisals, land guides, mass appraisals and annual, new growth appraisals. Over this period, we have tracked market trends and continue to maintain a comprehensive sales database of multiple property types. We work closely with Assessor's Office employees and have mentored staff appraisers through their respective certification processes. Our relationship with the Grand County Assessor's Office is favorable, and we hope to continue. Our office has completed numerous appraisal assignments in Grand County over the past 35 years from the Book Cliffs to Potash, the Colorado River Corridor, Spanish Valley, La Sals, and Moab. Our knowledge of the market and property transfers is extensive and ongoing.

We continue to improve and upgrade our systems and appraisal methods for better efficiency and detail. Our most recent upgrade is fully digital field inspections which combines respective parcel information and photography integration. This has eliminated most paperwork during the parcel inspections.

This is our formal cost estimate for the 2023 Grand County commercial reappraisal. The number of land parcels and buildings provided by the county assessor is 750 and 857 respectively. Based on our records from the 2018 commercial reappraisal, there were 668 land parcels and 1,059 buildings. The building count could change, depending on the rate of new construction over the past year. Additional parcels from New Growth brings our parcel estimate closer to 1060 and the building count to be closer to 1300. Based on our current records, we propose the following bid structure:

ITEM	QUANTITY		RATE		TOTAL
Parcels	1,060	@	\$38	=	\$40,280
Buildings*	1,300	@	\$99	=	\$128,700
Land Guide**	Lump Sum				\$20,000
Total					\$188,980

*Includes Site Improvements, i.e. non-building structures

**Land Guide includes Software and Program fees

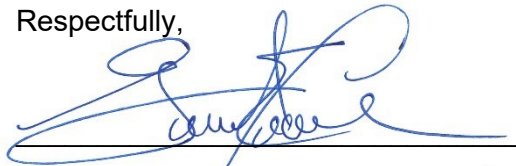
The Appraisers, Inc. owns and maintains a licensed copy of Marshall and Swift Cost Estimator (Commercial and Residential). The expense of maintaining this program is included in the quoted estimate. We will work with the Assessor to develop rental surveys to be sent to respective property owners from the Grand County Assessor's office. Final billing will be based on a price per unit of actual parcels and buildings appraised. In other words, if the number of land parcels or buildings changes from what is reflected above, our bill will change accordingly.

Representation at county Board of Equalization will be at an hourly rate of \$150 per hour plus mileage (\$0.63 per mile) and lodging (if required). However, all efforts will be utilized to avoid this costly process based on market evidence. Ongoing consulting is available, at the discretion of the Assessor, for new growth and annual market evaluation. The hourly rate for ongoing consulting will be set at \$120 per hour plus mileage (\$0.63 per mile) and lodging when justified.

Should the bid be awarded to our office, we will bill the county \$15,000 per month beginning the start date of the project and ending with a final bill when the work is completed.

Should you wish to visit with any of our most recent clients, contact information can be provided. Thank you for the opportunity to be of service. Please know that we are always on hand to meet your real estate appraisal needs.

Respectfully,



Gordon E. Lowe, Appraiser

GEL

Exhibit “A”

DETAILED REVIEW PROCESS

59-2-303.1

(3) (a) "...the county assessor shall complete a **detailed review of property characteristics** for each property at least once every five years."

USPAP

SR 6-1(b) "...not commit a substantial **error of omission**.... "

SR 6-2(e) "identify the **characteristics** of the properties that are relevant...."

SR6-5 "...when necessary for credible assignment results. . . (d) identify the need for and extent of any **physical inspection**."

SR 6-8(1) "describe the **procedure for collecting**, validating, and reporting data."

SR 6-9 "I certify that...I have (or have not) made a personal **inspection** of the properties...."

R884-24P-70 (if you have a current fly over)

"(3)(a) A detailed review of property characteristic shall include a **sufficient inspection to determine any changes** to real property due to:

"(i) new construction, additions, remodels, demolitions, land segregations, changes in use, or other changes of a similar nature; and

"(ii) a change in **condition or effective age**.

"(3)(b)(i) A detailed review of property characteristics shall be made in accordance with the **IAAO Standard on Mass Appraisal of Real Property**.

"(ii) When using **aerial photography**, including oblique aerial photography, the date of the photographic flight is the property review date for purposes of Section 59-2-303.1."

IAAO Standard on Mass Appraisal of Real Property, ©2006

"3.3.2.1 Initial Data Collection. The primary way to obtain property characteristics data is to **physically inspect** the properties...."

"3.3.5 Alternative to Periodic On-Site Inspections. Jurisdictions may employ a set of **digital image technology** tools to replace a routine cyclical field inspection with a computer assisted office review. This tool set should include:

- High-resolution street-view images...

Exhibit “B”



THEAPPR-01

JSANANGEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0F82764 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742		CONTACT NAME: Shaunna Gage PHONE (A/C, No, Ext): (801) 655-0304 FAX (A/C, No): (916) 400-2625 E-MAIL ADDRESS: sgage@inszoneins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hartford Insurance Group	29424
INSURED		INSURER B :	
The Appraisers, Inc. 350 E Center St STE 200 Provo, UT 84606		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		57SBAAN6AFL	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification Of Insurance

CERTIFICATE HOLDER Verification Of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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DECLARATIONS

Aspen American Insurance Company

(Referred to below as the "Company")
 590 Madison Avenue, 7th Floor
 New York, NY 10022
 877-245-3510

Date Issued	Policy Number	Previous Policy Number
11/9/2021	AAI010730-01	

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

<p>1. Customer ID: 115244 Named Insured: APPRAISERS INC., THE 350 E. Center Street, Ste. 200 Provo, UT 84606</p>	
<p>2. Policy Period: From: 11/05/2021 To: 11/05/2022 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1000 Each Claim</p>	
<p>4. Retroactive Date: 11/05/2021</p>	
<p>5. Inception Date: 11/05/2021</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage</p>	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused			
During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$1,760.00
10.	Forms attached at issue: LIA002 (04/19) LIA UT (05/19) LIA012 (05/19) LIA164 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

11/09/2021

Date



By

Authorized Representative

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: APPRAISERS INC., THE

Policy Number: AA1010730-01

Effective Date: 11/05/2021

Customer ID: 115244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section **IV. DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date
Gordon Lowe	11/05/2021
Jeffrey Salmon	11/05/2021

All other terms, conditions, and exclusions of this Policy remain unchanged.

Exhibit “C”



WCF 100 West Towne Ridge Parkway
 Sandy, UT 84070
INSURANCE (800) 446-2667 | wcf.com

PRODUCER:
 WCF Solutions, Inc.

Guaranteed	INSURANCE PROPOSAL	Proposal No: 2110259-1406900
INSURED: APPRAISERS INC THE PO BOX 325 PROVO, UT 84603		INSURED IS: Corporation EFFECTIVE DATE: 12/28/2021 to 12/28/2022 at 12:01am
<p>WCF Mutual Insurance Company is pleased to provide you with this proposal.</p> <p>The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change.</p>		

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Net Rate	Estimated Annual Premium
STATE: Utah 12/28/2021 to 12/28/2022 at 12:01 AM					
REAL ESTATE APPRAISAL COMPANIES- OUTSIDE EMPLOYEES	8721	200,408	0.13	0.23	\$261
CLERICAL OFFICE EMPLOYEES NOC	8810	53,686	0.09	0.16	\$48
TOTAL MANUAL PREMIUM					\$309
EMPLOYERS LIABILITY	100/500/100	9800	309	0.00%	\$309
TOTAL STANDARD PREMIUM					\$309
EXPENSE CONSTANT	0900	309	\$200.00		\$509
TERRORISM	9740	254,094	0.005		\$522
CATASTROPHE-OTHER THAN CERTIFIED	9741	254,094	0.01		\$547
ACTS OF TERRORISM					
ESTIMATED ANNUAL PREMIUM					\$547
Total Due For: Utah 12/28/2021 to 12/28/2022 at 12:01 AM					\$547

Proposal Prepared: 11/16/2021 Requestor: WCF Solutions, Inc.

WCF Insurance is the brand and marketing name for WCF Mutual Insurance Company (NAIC #10033), a Utah insurance corporation, and WCF National Insurance Company (NAIC #40517), domiciled in Utah and licensed in all 50 states and the District of Columbia. WCF Insurance, 100 W. Towne Ridge Parkway, Sandy, Utah, 84070.

Exhibit “D”

GORDON E. LOWE

Occupation: Real Estate Appraiser,
Owner of
"The Appraisers, Inc."
Provo, Utah since 1991.



Professional

Affiliation: Utah State - Certified General Appraiser, #5461319-CG00, expires April 30, 2024
Practicing Affiliate Member of the Appraisal Institute.
Vice-Chair, Central Utah Sub-chapter of the Appraisal Institute for 1999.

Volunteer

Affiliation: Boy Scouts of America, Venturing Crew Advisor
James E. West Fellow
Kiwanis Club Member

Instructor: Courses Taught

Valuation of Bed and Breakfast Inns

Education:

College Graduate, Brigham Young University, 1991
B.S. Economics with emphasis in agricultural application.
Appraisal Institute Course Graduate, completed nine courses required by the Appraisal Institute for the MAI designation:

- (1) Uniform Standards of Professional Appraisal Practice Update Course, May 12, 2014
 - (2) SPP (Part A) Standards of Professional Appraisal Practice of the Appraisal Institute, May 11, 2010,
 - (3) SPP (Part B) Standards of Professional Appraisal Practice of the Appraisal Institute, Sept. 25, 2010,
 - (4) 1A1 Real Estate Appraisal Principles, 1992,
 - (5) 1A2 Basic Valuation Procedures, 1992,
 - (6) 210: Residential Case Study, March 1993,
 - (7) Capitalization Theory and Tech. (Part A & B), 1992,
 - (8) Report Writing and Valuation Analysis, September 2000
 - (9) Highest & Best Use and Market Analysis, March 2002
- Utah Association of Appraisers, Utah Law Lecture, March 1998
Appraising from Blueprints and Specifications, October 1993

Continuing Education:

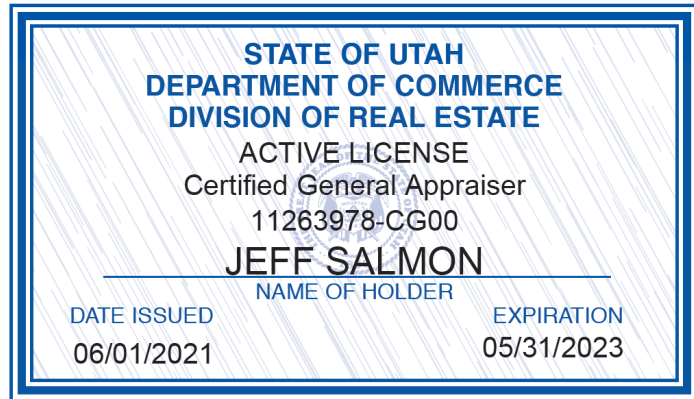
Appraisal of Retail Properties, March 1995
Geological Concerns, May 1996
Property Title Concerns, May 1996
HVAC Systems in Commercial Buildings, May 1996
Wasatch Front Commercial Market, May 1997
Industrial Valuation, September 1997
Preserving Utah's Open Space in Urban Environments, August 1997
Appraisal & Real Estate Issue, March 1998
Specialized Appraisal Issues, September 1998
Takings 101, March 2001
Uniform Standards for Federal Land Acquisitions, April 2002
Scope of Work: Expanding Your Range of Services, February 2008
Site Valuation and Cost Approach, April 2010
Physical Legal Economic Overview of Water Rights Seminar, November 2010
Legislative Report to Appraisers, April 2011
Federal and State Government Update, October 2011
Appraisal Procedures and Economic Update Seminar, January 2012
40 Low Income Housing Valuation, February 2013
Real Estate Finance Statistics & Valuation Modeling, October 2013
The Utah Commercial Real Estate Symposium 2014, January 2014
Appraiser Supervisor & Training Workshop, June 25, 2014
Ag Outlook, Beef Topics Seminar – Idaho/Utah Chapter ASFMRA, January 2016
Residential Applications Part 1: Using Technology to Measure & Support Assignment Results, April 2016
Residential Applications Part 2: Using Technology to Measure & Support Assignment Results, April 2016
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, August 2017
Uniform Standards of Professional Appraisal Practices, January 2020
Foundations of Appraisal Review (A600), October 2020
Marshall & Swift Commercial Cost Approach Certification, February 2022

Partial List of Clients:

Appraisal Services Directorate	Summit County
Bureau of Land Management	Tooele County
Bureau of Reclamation	Uintah County
School and Institutional Trust Lands Administration	Utah County
The Nature Conservancy	Wayne County
Utah Division of Wildlife Resources	Huntington City
Hunt Oil Company	Monticello City
LDS Church	Orem City
Farmland Reserves, Inc. (LDS Non-Profit)	Provo City
Pacificorp	Springville City
Numerous Law Firms	Nebo School District
Sunrise Engineering	Provo School District
Box Elder County	Bank of American Fork
Carbon County	Far West Bank
Duchesne County	JPMorgan Chase Bank
Grand County	Norwest Bank
Juab County	Wells Fargo Bank
Morgan County	Western Ag. Credit
Multi-County Appraisal Trust	Zions First National Bank

JEFF SALMON

Occupation: Real Estate Appraiser,
employed by
"The Appraisers, Inc."
Provo, Utah



Professional Affiliation:

Utah State – Certified General Appraiser, #11263978-CG00, expires May 31, 2023
Appraisal Institute – Candidate for Designation
FHA Roster Appraisers – FHA Approved Residential Appraiser
AACI – Accredited appraiser of the Appraisal Institute of Canada (Retired)
RECA – Licensed Real Estate Appraiser with the Real Estate Council of Alberta (Retired)

Education:

Post Graduate Certificate in Valuation - University of British Columbia, Vancouver, B.C., 2010
Bachelor of Science in Business Management - Brigham Young University, Provo, Utah. 1998
Associates Degree in Business Administration - Ricks College, Rexburg, Idaho. 1995

Experience and Related Previous Employment:

Commercial Appraiser – The Appraisers, Inc, Provo, Utah 2019 to Present

- Appraisal assignments include residential, commercial, industrial, and agricultural properties with an emphasis on agricultural
- Assignments include valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions

President/Owner – Prairie Appraisals Ltd., Raymond, Alberta 2011 to 2019

- Appraisal assignments included residential, commercial, industrial, and agricultural properties with an emphasis on agricultural
- Assignments included valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions
- Court room experience and declared an expert witness by the Court of Queen’s Bench

Commercial Appraiser - Reliance Appraisal Consultants Ltd, Lethbridge, Alberta 2008 to 2011

- Appraisal assignments included commercial, industrial, and agricultural properties with an emphasis on agricultural

- Assignments included valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions

Research Manager – Free & Associates/The Meyers Group, Salt Lake City, Utah 1998 to 2002

- Responsibilities included collecting and analyzing market data for new residential housing in the greater Salt Lake area and publishing a quarterly residential construction report.
- Clients included real estate developers, banks, mortgage companies, and real estate appraisal firms.

Continuing Education Courses:

Foundation of Real Estate Appraisal (UBC-2007)

Real Estate Investment Analysis and Advanced Income Appraisal (UBC-2008)

Commercial Property Analysis (UBC-2009)

Case Studies in Appraisal I (UBC-2008)

Case Studies in Appraisal II (UBC-2009)

Foundations of Real Property Assessment and Mass Appraisal (UBC-2008)

Agricultural Valuation (UBC-2011)

Buy Smart: Commercial Property Acquisition (UBC-2017)

Business Strategy: Managing a Profitable Real Estate Business (UBC-2017)

Canadian Uniform Standard of Professional Appraisal Practice (2018)

National USPAP 2020-2021 Update Course (2020)

Business Practices and Ethics (2020)

FHA Appraising – Principles and Procedures (2021)

Excel Applications for Valuations (2021)



estimator program.)

Assessor's office will post the dates that the appraisals will be performed as well as notify property owners by mail.

INSTRUCTIONS TO BIDDERS

Please submit your bid to:

Grand County Clerk/Auditor

Gabriel Woytek

125 East Center Street

Moab, Utah 84532

(435) 259-1322

(435) 259-2959 (FAX)

gwoytek@grandcountyutah.net

Quotations and requested information shall be submitted by Noon, Friday June 31, 2022 via fax or email or postmarked before the above date. Final award of contract will be made no later than July 5, 2022

If you require more information, please contact

Debbie Swasey

Grand County Assessor

125 East Center Street

Moab Utah 84532

435-259-1329

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2. Appraisal of approximately 750 commercial parcels of land.
3. Development of a Commercial Land Guide.
4. Represent Assessor's office for any commercial appeals at the Grand County Board of Equalization.

BID REQUIREMENTS

To meet minimum qualifications, participating firms or individuals must demonstrate the following

distinguishing experience or knowledge of, but not limited to, the following:

- A Certified General License issued through the State of Utah, Department of Commerce, Division of Real Estate and the necessary staff to complete the above appraisals by the stated deadline.
- Experience in mass appraisal techniques is preferred.
- Bids shall be submitted on a per parcel amount (improved and vacant). The above parcel count is approximate and may vary. The bid shall include an amount for developing a commercial land guide.
- Preparation of commercial appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- Minimum five (5) years of commercial appraisal experience.

Appraiser's responsibilities:

Contractor will perform all things necessary, including the furnishing of all labor, materials, tools, machinery, equipment, insurance, business cards, name badges, services and transportation, lodging required for the accomplishment and completion of this project.

Contractor will provide one (1) bound final copy, plus one (1) electronic copy and one (1)

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Public Notices

REQUEST FOR QUOTATION (RFQ)

June 01, 2022

THIS IS NOT AN ORDER

Grand County is soliciting bids to provide the following mass appraisal services in Grand County Utah. Project will commence September 1, 2022 and be complete by April 1, 2023.

This will be a reappraisal for all commercial properties in Grand County, Utah.

The supplier will provide appraisal of Commercial properties in Grand County including all commercial land, site improvements and buildings.

Scope of work includes:

1. Appraisal of approximately 850 commercial properties located in Grand County. The following is required for appraisal of each building:

- Collection of leases and development of capitalization for various types of buildings will be required (County Assessor's office will send out property rental/sales surveys).
- Collection of sales comparables for various types of buildings. Analysis of these sales as they apply to the improvement being appraised.
- Each building shall be measured and a Marshall & Swift Cost estimator prepared for each

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