CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NUMBER: A-4

DATE: December 13, 2007

SUBJECT:
Request for Proposals (RFP) Acquisition Services For Open Space and Park Purposes

CONTACT PERSON: Rick Cisar, Director of Community Development

SUMMARY:
City Staff, at the direction of City Council, requested proposals for Professional Services to negotiate the acquisition of real property for Open Space and Park purposes. The attached RFP notice was published on November 13, 2007 and distributed to interested firms.

The City received three (3) responses to the RFP by the November 28, 2007 deadline. They are in no specific order:

1. All Real Estate Inc., Sultan, WA
2. Skillings Connolly, Seattle, WA
3. Certified Land Services Corporation, Seattle WA

All Real Estate provided a letter offering to negotiate the acquisition for free, but did not provide timelines, an outline of tasks, deliverables, and other costs associated with the acquistion as requested in the RFP.

Skillings Connolly provided most of the information, except for the cost of the appraisal and review appraisal. Estimated cost $8,249.89 plus costs of appraisals. In further conversation the appraisal is estimated at $3,500.00 to $5,000.00 with review appraisal between $750.00 to $1,000.00.

Certified Land Services Corporation responded to all requirements of the RFP and noted they will meet all the requirements of the Professional Services Agreement which was attached to the RFP. Estimated cost $10,920.00.

In our review of the three proposals, only one firm, Certified Land Services Corporation, meets all the requirements of the RFP.

APPRAISAL COST ANALYSIS:
The costs of the appraisal for the subject property was a concern of the City Council and the Governmental Services Committee in their review of the responses to the RFP. The proposal from Certified Land Services Corporation included appraisal costs of $3,500.00 for the initial appraisal and $750.00 for the review appraisal. To determine if

these appraisal costs are "reasonable", Staff contacted Skillings Connolly and requested a cost estimate for their appraisals. They provided the City with a range of $3,500.00 to $5,000.00 for the initial appraisal and $750.00 to $1,000.00 for the review appraisal. When City Staff questioned the higher costs as compared to other appraisals, Skillings Connolly indicated the appraisal is specialized because portions the property are in the floodway and floodplain, with only a small portion outside those zones. In addtion, the appraisal involves only one parcel as opposed to several, thereby losing ecomony of scale (Staff has included a letter from Certified Land Services Corporation discussing the cost of the appraisal - Exhibit 4).

FISCAL IMPACT:
The cost for Certified Land Services Corporation will not exceed $10,920.00. Funds for the acquisition of Park and Recreation Properties are available from the Park Impact Fee Account.

GOVERNMENTAL SERVICES COMMITTEE RECOMMENDATION:
The Governmental Services Committee met on December 6, 2007 and considered the responses to the RFP and the City Staff Recommendations. The Committee, after reviewing and discussing the three proposals, had concerns with the high costs of the appraisals. However, the Committee recommended approval of the contract with Certified Land Services Corporation and requested City Staff to negotiate, if possible, a reduction in the appraisal costs.

RECOMMENDED ACTION:
Approval of a Professional Services Contract with Certified Land Services Corporation for property acquisition not to exceed $10,920.00 and direct City Staff to negotiate a reduction in the proposed appraisal costs.

ATTACHMENTS REQUEST FOR PROPOSALS (RFP):

1. RFP Packet
2. All Real Estate Proposal
3. Skillings Connolly Proposal
4. Certified Land Services Corporation Proposal
5. Certified Land Services Corporation Letter date December 7, 2007

CITY OF SULTAN
REQUEST FOR PROPOSALS
ACQUISITION OF PROPERTY FOR OPEN SPACE AND PARK PURPOSES

The City of Sultan Washington is requesting proposals for professional services to negotiate the acquisition of real property for open space and park purposes. Interested individuals or firms shall submit (1) a statement of qualification (resume) of the individual(s) who will participate in the acquisition, (2) a detailed scope-of-work including tasks, deliverables, timelines, and all cost necessary to complete the acquisition. The scope-of-work shall also identify all responsibilities and associated costs the City will incur over and above the costs identified in the scope-of-work. It is noted; the City intends to use local, state, and federal funds for the acquisition and development of the property. Therefore, the individual or firm shall be familiar with all state and federal requirements applicable to the acquisition of the property and have such certifications as required by the funding source.

The successful individual or firm shall meet all of the requirements and obligations of the City of Sultan "Professional Services" Agreement, a copy of which is attached as Attachment A.

The deadline for submission of proposals is 5:00 p.m. November 28, 2007. Proposals should be sent to Rick Cisar, Director of Community Development, City of Sultan, 319 Main Street, P.O. Box 1199, Sultan, WA 98294-1199.

For additional information regarding this request, please contact Rick Cisar, Director of Community Development at (360) 793 2231 or rick.cisar@ci.sultan.wa.us

Published November 13, 2007

Exhibit 1

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND

THIS AGREEMENT, is made this day of , 20 , by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and (hereinafter referred to as "Service Provider"), doing business at .

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for , and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment , Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. **Payment.**

   A. The City shall pay Service Provider at the hourly rate set forth in Attachment ___, but not more than a total of dollars ($) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

   B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

   C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.**

5. **Duration of Work.** Service Provider shall complete the work described in Attachment on or before .

6. **Termination.**

   A. *Termination Upon the City's Option*. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

   B. *Termination for Cause*. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

   C. *Rights upon Termination*. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

8. **Indemnification / Hold Harmless**. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance**. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion

thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. **Ownership of Products and Premises Security.**

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

    B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its

reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Benjamin Tolson, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

_____
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

RECEIVED
NOV 26 2007
BY:

ALL
REAL ESTATE INC.

We Sell Real Estate . . .
*That's **ALL!***

November 21, 2007

Rick Cisar
City of Sultan
P.O. Box 1199
Sultan Washington

Dear Mr. Cisar,

Thank you for the opportunity to submit our proposal to negotiate the acquisition of real property for open space and park purposes. Our proposal is very simple. We will provide the necessary services to complete the negotiations at no cost to the City. We have previously provided this type of work, at no cost to the City, for the City when we negotiated the purchase of the Visitors Information Center and the Skateboard Park site.

ALL Real Estate Inc. is a duly licensed Real Estate office, engaged in the sale and acquisition of Real Estate. Our experience is in all types of real estate, including but not limited to commercial properties and businesses, vacant land, residential properties and business opportunities, representing both purchasers and sellers. We have thirteen licensed people. Five of our people hold brokers licenses, four of which have owned and/or operated real estate offices, in King and/or Snohomish Counties.

The principle parties handling the negotiations will be Bart Dalmasso, Designated Broker, and Tom Green, Associate Broker. The combined years experience in our firm exceed two hundred seventy five years, ranging from less than one year to 56 years of successful real estate negotiations. Most of our licensees have over twenty-five years experience in negotiating real estate transactions.

The scope of work shall be the successful completion of the negotiations with the property owner, and shall commence upon written authorization from the City of Sultan. In addition we shall represent the City in a manner consistent with current laws governing the practice of real estate sales. We will obtain from the responsible person at the City the terms of the offer and we will deliver to the City a purchase and sale agreement that details all the facts of the transaction signed by the property owner for the final approval.

413 Main Street
P.O. Box 1762
Sultan, WA 98294

360-799-1222
360-799-0853 fax

Exhibit 2

MLS

Any cost to be incurred by the City of Sultan will be the normal costs associated with the closing of a real estate purchase.

We are a local business, comprised mainly of personnel who live in Sultan and who are willing to do their part to help this City where we live and work.

Respectfully submitted,

Bart Dalmasso
Broker

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2007

PRODUCER (360)794-7665 FAX (425)788-7070
C. Don Filer Agency, Inc.
15222 Woods Creek Road SE
Monroe, WA 98272-1511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ALL REAL ESTATE
413 MAIN
SULTAN, WA 98294

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Ins Co	25623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	I6806543C772PHX07	08/12/2007	08/12/2008	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Sultan is included as an additional insured per form CG D0 37 04 05.

CERTIFICATE HOLDER

City of Sultan
ATTN: Rick Cisar, Director of Community Devel
319 Main Street
PO Box 1199
Sultan, WA 98294-1199

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Angela Gagnon Angela Gagnon

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CG D0 37 04 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

CG D0 37 04 05

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2007

PRODUCER (360)794-7665 FAX (425)788-7070
C. Don Filer Agency, Inc.
15222 Woods Creek Road SE
Monroe, WA 98272-1511

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INSURED All Real Estate Inc
PO Box 1762
Sultan, WA 98294

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Travelers	24783
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATU-TORY LIMITS OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	GL00649116	04/11/2007	04/11/2008	1,000,000 / 1,000,000 2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

EVIDENCE OF COVERAGE.

CERTIFICATE HOLDER

City of Sultan
ATTN: Rick Cisar, Director of Community Devel
319 Main Street
PO Box 1199
Sultan, WA 98294-1199

CANCELLATION

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AUTHORIZED REPRESENTATIVE Angela Gagnon

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

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Request for Proposal
for
Consulting Engineering Services

November 28, 2007

Exhibit 3

SKILLINGS CONNOLLY

November 28, 2007

Rick Cesar
Director of Community Development
PO Box 1199
Sultan, WA 98294

Re: RFP for property acquisition

Mr. Cesar:

Thank you for the opportunity to submit a proposal on the City of Sultan's park/open space project. Skillings Connolly's Real Estate Division has been acquiring real estate for local agencies since 1998. We have acquired over 750 parcels through which we have developed techniques that make the process smoother for all involved. Our staff is experienced in federal, state and local agency guidelines and we know what it takes to get a project completed on schedule and on budget.

We are ready, willing and able to assist the City of Sultan with real estate acquisition services that will support the City's future infrastructure improvements plans. We commit to a straight-forward, down to earth approach to this project that incorporates practical, innovative solutions. People relate to our efficient, no-nonsense style. We work hard, communicate well and are proud of our projects. People trust us to do what we say we can, on time and on budget - with a genuine respect for *your* project dollars.

In our attached scope and budget, we have included the tasks directly associated with negotiations; but should the City desire to contract with only one company we would be glad to provide appraisal and review appraisal services too.

Thanks again for taking the time to review our qualifications. We look forward to an opportunity to work with you and are excited about this project. If you have any questions, please feel free to contact me at (206) 838-5988 or cell at (360)790-3754.

Sincerely,
SKILLINGS CONNOLLY, INC.

Brian Fagernes

Brian Fagernes, DB
Real Estate Services

1500 Fairview Ave. E. Suite 200, Seattle, Washington 98102
206-838-5988 Fax 206-838-4361
www.skillings.com

EXHIBIT A
SCOPE OF WORK

Prepared for:

CITY OF SULTAN
[redacted] PROPERTY ACQUISITION
November 26, 2007

The City of Sultan desires to acquire a portion of property owned by [redacted] and further identified by Snohomish County assessor [redacted] The proposed acquisition will include approximately 16 acres of land and one outbuilding.

SKILLINGS CONNOLLY, INC. (CONSULTANT) will provide the following real estate services to the CITY OF SULTAN (CITY):

Process
The CONSULTANT will meet with the property owner to determine the landowner's willingness to participate. Once the landowner's position is determined, the CONSULTANT will report the findings to the CITY's representative for further direction. If the process is to proceed, the CITY will contract with an appraiser and review appraiser to determine just compensation for the acquisition area. Upon the CITY's endorsement of the determined Just Compensation, the CONSULTANT will then present an offer and will negotiate with the landowner in an attempt to reach an acceptable agreement for the purchase of the property. The CONSULTANT will prepare and manage the delivery of all documents using CITY approved format, obtain signatures and submit them to the CITY for approval.

The CONSULTANT will provide the following tasks:

140.1) Preliminary Landowner Meeting

The CONSULTANT will meet with the landowner to determine the landowner's willingness to sell and to discuss the CITY's plans and ideas for the property if a sale takes place. The CONSULTANT will provide a diary to the CITY identifying the landowner's questions, concerns and general attitude toward selling the land to allow the CITY to evaluate whether they want to proceed with the process.

140.2) Appraisal

The CONSULTANT will attend an onsite meeting with the appraiser to ensure all the landowner's questions and concerns are addressed. The CONSULTANT's attendance at the meeting will give the landowner a familiar contact thus relieving the potential for miscommunication and additional stress of meeting another person in the process.

140.3) Negotiations

Upon the CITY's endorsement of the review appraisal (just compensation), the CONSULTANT will prepare an offer letter and deliver it to the landowner. In the event the landowner is outside Western Washington, the owner will be contacted and negotiations will be conducted via telephone. If the CONSULTANT is unable to contact the owner, the CONSULTANT will notify the CITY to request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determination of fair market value, procedure manual, acquisition schedule, or written instructions issued by the CITY.

The CONSULTANT will work such days and hours as may be necessary to meet with the interested property owner who may not be available during regular working days or hours.

The CONSULTANT will provide the CITY with a diary of all the CONSULTANT's negotiation activities. The diary information will include, at a minimum, the time, place, amount of offer, to whom offer was made, all parties present and the owner's response.

The CONSULTANT will assure that up to three personal contacts are made with the landowner in order to acquire valid title to the acquisition area depicted on the project map. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and endorsement. Should any documents require revisions or if the terms are found unacceptable to the CITY, the documents will be returned to the CONSULTANT for revisions and or renegotiations.

If the CONSULTANT does not reach a successful agreement with the owner, the documents will be referred to the CITY. Per prior communications with the CITY, the CITY will not pursue the acquisition through condemnation should negotiations fail.

140.4) Preparation of Documents

The CONSULTANT will prepare a First Offer Letter, Real Property Voucher, Acceptance Letter, Statutory Warranty Deed, Excise Tax Affidavit, Temporary Construction Permit and a Request for Taxpayer Identification Number and Certification form. All documents will be prepared in accordance with the ownership identified on the title report and the acquisition area legal description that the CITY will provide to the CONSULTANT.

140.5) Closing

It is assumed the CITY will contract directly with the title insurance company. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The title/escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Reconveyance and satisfaction of all liens and encumbrances for the subject parcel. In the event the title company needs additional information from the seller, the CONSULTANT will assist the title company in obtaining the needed information. When the transaction is closed, the title/escrow company will then record the necessary documents, issue a final title report and return the originals to the CITY. If the CITY elects to have the CONSULTANT close the transactions or contract directly with a title company to do that work, it will be negotiated and added by supplemental agreement.

140.6)

Time associated with this task will be used for peer review, quality control and progress reporting.

Project Assumptions

It is assumed that no relocation will be required for this project. If any relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

The CITY will contract directly with the appraiser and review appraiser. Should the CITY choose to have the CONSULTANT contract with appraiser and review appraiser it will be negotiated as additional work.

The CITY will provide a copy of the preliminary commitment for title insurance to the CONSULTANT.

The CITY will provide a short plat per the proposed mapping prior to closing.

The CITY will stake the proposed boundary lines with nails and lath at intervals sufficient to provide inter-visibility. In the event the stakes are removed, the CITY will re-stake the boundary as necessary.

END SCOPE OF WORK

EXHIBIT E-1
SKILLINGS-CONNOLLY, INC.

CONSULTANT FEE DETERMINATION - SUMMARY

PROJECT NAME:
P07557
CITY OF SULTAN
REAL ESTATE ACQUISITION
SERVICES

NEGOTIATED HOURLY RATE (NHR):

Classification	Man Hours	X	Rate	=	Cost	
SENIOR PROJECT MANAGER	1	x	$194.68	=	$194.68	
RIGHT OF WAY AGENT	48	x	$125.28	=	$6,013.44	
PROJECT ADMINISTRATOR	2	x	$101.44	=	$202.88	
CLERICAL	10	x	$89.19	=	$891.90	
Total Hours =	61				**Total NHR =**	$7,302.90

REIMBURSABLES:

MILEAGE @	200.00	x	0.485	=	$97.00	
MISC. EXPENSE				=	$100.00	
			SUB TOTAL			$197.00

MANAGEMENT RESERVE FUND

SUB TOTAL	$7,499.90	x	10%	=	$749.99

GRAND TOTAL = **$8,249.89**

PREPARED BY: BT **DATE:** 11/28/07

REVIEWED BY: _____ **DATE:** _____

EXHIBIT E
SKILLINGS-CONNOLLY, INC.

CONSULTANT FEE DETERMINATION - MAN-HOURS

	PROJECT NAME: P07557 CITY OF SULTAN REAL ESTATE ACQUISITION SERVICES	SENIOR PROJECT MANAGER	RIGHT OF WAY AGENT	PROJECT ADMINISTRATOR	CLERICAL
TASK #					
140.1	**Preliminary Landowner Meeting**				
	Determining the feasibility of the acquisition		7		
140.2	**Appraisal**				
	Onsite meeting and coordination		7		
140.3	**Negotiations**				
	Negotiating the acquisition		24		
140.4	**Document Preparation**				
	Document preparation and amendment		2		6
140.5	**Closing**				
	Closing coordination		8		2
140.6	**Quality Control**				
	Peer/Principal review	1			
	Progress Reports/Invoicing			2	2
	HOURS PER DISCIPLINE	1	48	2	10

Brian Fagernes, DB
Real Estate Services Manager

Brian has been licensed in real estate for the past eleven years, the last eight with Skillings Connolly managing the real estate services department. He has served as Lead Negotiator/Project Manager on a variety of Local Agency and WSDOT transportation projects. His WSDOT right-of-way experience guarantees compliance with funding agencies and he is very accustomed to projects ranging from 50 to 150 parcels involving widening and new alignments. His proven approach to managing and negotiating right of way acquisition relieves agencies of the "headache" sometimes associated with right of way acquisition. Brian routinely negotiates with rural and urban, business and residential landowners and he knows what needs to be done and how to do it in order to have a successful project.

Relevant Projects

- *WSDOT - SR 20, Sidney Street to Swantown Road* - Right-of-way acquisition of 46 parcels affecting residential, agricultural and non-profit ownerships
- *City of Yelm, WA Killion Road & Yelm Ave. Improvements* - 30+ commercial, industrial and residential appraisals and acquisitions involving a state route and acquiring a new intersecting alignment
- *Mason County, WA - Grapeview Loop Road* - Appraisal and Negotiation of right-of-way acquisitions and Road Construction Permits affecting 100+ residential, commercial and recreational properties
- *City of Tumwater, WA - Littlerock Road Improvements*- Negotiation of 70+ residential and commercial acquisitions to accommodate a new boulevard design with four roundabouts in an area of rapid growth
- *City of Lakewood, WA - Sidewalk improvements to South Tacoma* Way - Involved appraisals, acquisitions and permanent and temporary easements affecting arterial commercial properties.
- *City of Vancouver, WA - 65th/66th Avenue Realignment* - Involves eight negotiations for partial acquisitions and/or temporary construction permits and one total acquisition. The project requires improvements to realign the offset intersection at NE 4th Plain Boulevard and NE 65th/66th Avenue in Vancouver.

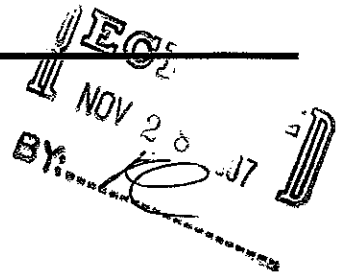
Education & Affiliations

- International Right-of-Way Association
- Associate of Arts, Centralia College
- Continuing Education, Washington State University & Marylhurst University:
  - Real Estate Principles
  - Real Estate Law
  - Advanced Real Estate Law
  - Easement Law
  - Washington State "Core" requirements for Real Estate Professionals
  - Real Estate Fundamentals
  - Right of Way Negotiation
  - Brokerage Management
  - Practical Negotiations for Federally-Funded Land Acquisitions
  - Law of Easements, Legal & Practical Considerations in Washington

SKILLINGS CONNOLLY

1500 Fairview Ave., E. Suite 200
Seattle, WA 98102
Phone: (206) 838-5988 • FAX: (206) 838-4361
www.skillings.com

LETTER OF TRANSMITTAL



To: City of Sultan

PO Box 1199
Sultan, WA 98294

Date: 11/28/07

Project Number:

ATTN: Rick Cesar

RE: Request for Proposal for Property Acquisition

WE ARE SENDING YOU THE FOLLOWING ITEMS:

COPIES	DATE	DESCRIPTION
1	11/28/07	Request for Proposal for Property Acquisition

THESE ARE TRANSMITTED ☒ For your information ☐ For action specified below ☐ For review and comment ☒ For your use ☒ As requested

REMARKS:

Copies to: file

Signed: Joe Seet, PE

If enclosures are not as noted, kindly notify us at once.

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

November 27, 2007

RECEIVED
NOV 28 2007
BY: Fed Ex

Rick Cisar
Director of Community Development
City of Sultan
319 Main Street
PO Box 1199
Sultan, WA 98294-1199

Dear Mr. Cisar:

Thank you for the opportunity to submit this letter of interest and statement of qualifications to you for consideration as a provider of real estate services for the City of Sultan/ Acquisition of Property for Open Space and Park Purposes project. CERTIFIED is a spirited, industrious consulting company providing services to Washington municipalities, public agencies and utility companies.

We have extensive experience in right-of-way and property acquisition services, as described in detail in the enclosed Statement of Qualifications. We are often engaged by public and private agencies on projects to ensure timely, successful and cost effective negotiations, relocation, title review, property management, and project coordination. We specialize in complex projects involving state and federal funding or regulations.

As requested in the published request for proposals I have enclosed:

1. Statement of Qualifications with staffing recommendations and staff bios
2. Project Timeline
3. Scope of Work and Cost Estimate detailing tasks, responsibilities and associated costs

I have reviewed the Professional Services Agreement and we meet all requirements stated and agree to your terms of service, if selected.

We hope we will have the opportunity to discuss our qualifications with you in greater detail. Please contact us if you would like additional information or if you would like to interview us in person.

Respectfully,
CERTIFIED Land Services Corporation

Regina Baichart
President

Enclosures

4535 44th Avenue SW • Seattle, WA 98116
Phone: 206.287.9858 Fax: 206.938-6717 e-mail: customercare@certifiedlandservices.com

Exhibit 4

CERTIFIED

LAND SERVICES CORPORATION

STATEMENT OF QUALIFICATIONS

Submitted to:

Rick Cisar, Dir. Of Community Development
City of Sultan

Project:

Open Space and Park Site Acquisitions

For Consideration as a Provider of:

Appraisal / Right-of-Way / Relocation Services

What We Do

Finding Common Ground

Since 1999, CERTIFIED Land Services has been helping clients and property owners find common ground. From rights of entry to right-of-way acquisition, our team of professionals produce fair, economical and expedient results because we know it's not just about land, it's about people. We approach our mission with a human touch, and it shows – we get the job done right the first time.

Range of Services

CERTIFIED Land Services offers a full range of services, including:

- Project Management and Administration
- Project Scoping and Planning
- Public Involvement and Facilitation
- Obtaining Rights of Entry and Temporary Easements for Preliminary Engineering Survey Work
- Funding Estimates
- Research and Preparation of Relocation Plans
- Negotiations/Acquisition of Residential, Commercial, and Industrial Properties
- Title Evaluation and Lien Removal Services
- Relocation Planning and Advisory Services
- Relocation Calculation of Benefits for Eligible Displaced Persons or Businesses
- Closing Assistance
- Agency Certification Assistance
- Property Management
- Emergency Construction On-Call Assistance

Unique Qualifications

CERTIFIED Land Services Corporation has profound knowledge of market trends, conditions and governmental regulations affecting our work (including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments, 49CFR Part 24, and state Revised Statutes). We are well versed in public policy and process and have significant experience working on projects with funding from the State Department of Transportation, Federal Transportation Authority, Federal Highways Administration, STP, ISTEA, TIP, U.S. Army Corps of Engineers, and the Federal Aviation Administration. We work hard to maintain strong working relationships with WSDOT and FHWA staff and reviewers.

CERTIFIED has helped several municipalities develop policy and procedure manuals that clarify the Uniform Act regulations and provide detailed procedures to help agency staff and their consultants plan, manage and deliver projects with state and federal funds while also considering the agency's internal governance process, preferences for routing of work, decision making processes and approvals, and authority limits.

We maintain excellent working relationships with our clients and their review staff. We tailor our work to your needs and your funding source requirements. In the process of working on state and federal projects, CERTIFIED staff has built or solidified their relationships with key municipal and agency review staff. The relationships we have forged working with oversight staff make communication easy and productive, in that we share a history of working together, the trust in each other's knowledge and abilities and the ease of communication and understanding that only comes with close work contact built over time.

CERTIFIED is a Right of Way Acquisition and Relocation firm. We do not have a staff appraiser and believe it is a conflict of interest to have staff appraisers setting value on property and property rights our staff acquisition agents will acquire. In order to provide turnkey ROW services to our clients, we often team with the following appraisal sub-consultants:

- Allen Brackett Shedd
- Appraisal Group of the Northwest, LLP
- CIC Valuation Group, Inc.
- GPA Valuation
- R. F. Duncan & Associates, Inc.
- Strickland Heischman & Hoss, Inc.

All of these appraisal firms are on the WSDOT Approved Appraiser List and familiar with state and federal funding requirements and appraisals of easements, as well as fee takings, both partial and total.

Who We Are

CERTIFIED Land Services has assembled a team of dedicated and experienced staff. Our success depends on our knowledge of the laws and rules governing right of way acquisition and our ability to work well with property owners, project stakeholders and funding source reviewers.

We have a complete understanding of the acquisition and relocation process. We are routinely hired to acquire real property and property rights in support of transportation projects including roads, highways, light and heavy rail projects, and municipal improvement projects. We look forward to bringing our expertise and commitment to working successfully and productively with you on this contract.

Our staff is experienced and participates in on-going training. Each staff member has an average of 20 years experience working as agency and/or consulting staff. Our team comes with professional education, degrees and licensing. In addition, they participate in yearly license renewal educational seminars, professional association classes, and internal monthly project review sessions. We have 18 full time staff available for assignments. Below is a sample of our staff and a short summary of their experience.

Regina Raichart, President and Owner.
As the owner and President of CERTIFIED Land Services Corporation she is the principal in charge and senior project manager responsible for all projects.

Regina has worked in the right of way field since 1988. She worked for WSDOT NW Region for 10 years, the last 5 of them as the unit manager for Acquisition Services, Local Public Agency Coordination, and Title. Her focus is working with public officials, agencies, contractors, the public and staff to ensure complete and timely project delivery. She has excellent communication and creative problem solving skills are the key to her ability to manage complex projects, give accurate advice, get problems resolved and successfully deliver projects for clients. She has the expertise to assure that all aspects of the acquisition process, when applicable, adhere to federal and state guidelines in order to safeguard project compliance with funding and regulatory partners. Regina is also a hands-on negotiator with an enviable track record of successful transactions on complex parcels and adversarial property owners. She has what it takes to deliver your project.

Kristin Butterfield, General Project Manager & Senior Acquisition/Relocation Agent.
Kristin has over 25 years of successful property acquisition, appraisal, and negotiation experience. She was the manager of the Department of Natural Resources Real Estate division for over 10 years. She also worked as an acquisition agent and real property manager for Boise Cascade Co. for many years. Her extensive understanding of engineering drawings and construction plans has made her a proven project manager in real estate and construction settings. Her expert understanding of title and related title issues makes her an invaluable resource to have working on your team. Kristin has a high proficiency at forging effective working relationships with public agencies and others. She understands where people are coming from because of her work experiences. In addition to her technical experience, Kristin has excellent communication skills. She is a skilled mediator with the ability to resolve complex issues with multiple stakeholders while

ensuring everyone has been heard. Most importantly, Kristin is genuinely fun to work with and a solid professional you're glad is on your team.

Jennifer Corrigan, Senior Acquisition/Relocation Agent.
Jennifer received her real estate license in 1995 and became part of CERTIFIED's right of way team in 2004. She has independently acquired full and partial takings for WSDOT on the I-405 GEC contract, SR 509 and SR 20 projects and multiple municipal projects. She has also completed many relocations start to finish under the direct oversight of WSDOT HQ staff on the SR 20 project. Jennifer's past work experience comes from being a real estate developer and investor; an art gallery owner and owning a well known high tech company. She is able to draw on her varied experience to ensure property owners and project stakeholders are well informed. She is able to tackle the most complex assignment and complete it while making the impossible seem easy. Her technical expertise is solid. She has the knowledge to work efficiently from start to finish on any assignment. Combine that with her problem solving and communication skills and you have a true professional negotiator working on your project. She's a wonderful person to work with and a dedicated team member.

Marianne Scharping, Senior Right of Way Agent.
Marianne has worked in the right of way field since 1979. Her previous experience was in the title insurance and civil engineering/surveying fields. She has worked on all conceivable rights of way projects both as an employee with Snohomish County Public Utility District and King County Metro, as well as in the public sector. In 1994, she resigned from King County Metro and started Scharping and Associates, a real estate acquisition services company. Under this capacity, she was under contract with the Port of Seattle for its Third Runway project where she acquired property and relocated 225 owners. She also spent two years in Los Angeles as part of a $7 billion project team purchasing whole blocks of properties for new school sites for Los Angeles Unified School District and relocating over 2,000 displacees.

Marianne is a designated SR/WA and member of the International Right of Way Association. She has a Washington State Real Estate License and is currently working on her real estate broker's license. She joined CERTIFIED in 2005 and brings the experience and expertise to implement any project to a successful conclusion.

Proposed Staff

For the City of Sultan project we are submitting this proposal for we suggest that Kristin Butterfield act as Project Manager and Marianne Scharping act as Senior Acquisition Agent. We have obtained appraisal bids from two companies and recommend using Appraisal Group of the NW with principal Jerry Sidwell performing appraisal work. We have also contacted two appraisal review firms and recommend using The Granger Company with owner Joseph Granger performing appraisal review work. We have teamed often and successfully with these firms on many municipal projects similar to the City of Sultan Open Space and Park project. All individuals and firms are specialists in project work involving state and federal funds and ensure that all work will meet all funding source requirements and standards.

Quality Control

We understand the challenges involved in acquiring private property for public projects. We are able to work well with others, do work the way that you would want it done, handle any problems that arise, and develop creative solutions while working within the given parameters of our assignments and the laws, rules and regulations governing any given project.

We have the expertise, skills, talents and abilities to work with you to design, develop, research, cost, and deliver all aspects of right of way acquisition and relocation work. In order to deliver well run projects delivered on time and within budget we:

- work diligently to ensure our performance exceeds our client's expectations.
- take very seriously our responsibilities to the public to be fair, equitable and consistent in our dealings with them.
- know how important it is to do what you say you will, especially in the areas of budget and schedule delivery, and then make every effort to constantly monitor and eliminate budget and scope creep.

- are only successful in our project management and project delivery if we deliver a project that the public and our clients agree was cost effective, efficient, thorough, thoughtful, professionally handled, and well executed and comprehensive.

All of the above are easier said than done. In order to plan our work, monitor our performance, and deliver our projects, we strive to clarify expectations, detail all tasks, and develop a full scope up front. We then approach the delivery phase by being mindful of our goals of understanding our work as outlined and agreed to, working within the requirements of the funding source, working continuously to deliver a quality project, making a firm commitment to schedule and monitoring it daily, communicating openly and effectively, and applying sound problem solving skills.

The remainder of this section details our methodology for performance measurement given the processes, goals, and principles set forth above.

CERTIFIED Project Team Interaction

Internal team meetings will take place every one to two weeks as determined in the approach to work plan developed at the inception of the project with you and as is appropriate to the work assigned. Meetings will include your key staff or Project Manager, as well as all actively involved subs at the time. We welcome the attendance of all team members and will publish a calendar of all scheduled meetings to facilitate attendance.

In addition to regular internal team meetings, we will hold formal monthly progress meetings with you to review and update progress/budget/schedule status. Action items, current or unresolved, will be highlighted. Decisions and directions from these meetings will be published and distributed to all members.

In addition to the regular meetings described above, informal direct exchanges of information in person, via phone, e-mail or fax is encouraged and expected to be part of our normal work process. If an issue arises that would warrant a meeting to discuss large or complex tasks or matters, informal meetings will be arranged to facilitate quick resolution to outstanding issues as they develop.

In order to serve our clients more efficiently, we launched our website http://www.certifiedlandservices.com in September, 2005. We are very excited because it enables us to serve you more efficiently. We are able to post documents pertaining to your project into a password protected on-line file folder easily accessible to you.

Client and Stakeholder Interaction

Having key staff identified and accessible to the client and stakeholders is critical to our ability to meet your expectations and provide an easy exchange of information. CERTIFIED assigns a Contract Manager for every project we work on who will be the primary contact person on our team for contractual issues.

In addition, we appoint a General Project Manager as the manager of day to day activities who is fully accessible to you and all stakeholders. Our staff is skilled in leading and facilitating progress/team/status meetings, executive briefings, partnering meetings, open houses, and formal hearings. All key members of the CERTIFIED team are trained and experienced in the importance and need to interact well and productively with state, local and federal agency staff both in written and in person formats.

Our work depends on clear and open communication and we work hard to provide an atmosphere that encourages that interaction. We recognize that we do our best work only when the client is well informed and involved. Our managers and staff are committed to all aspects of this project and to full interaction to ensure your expectations are not only met, but are exceeded for complete and satisfactory interaction.

Recent Project Experience on State and Federally Funded Projects

The CERTIFIED Land Services team, managers and staff have strong experience delivering municipal projects that have local, state and federal funding. We have a full understanding of the work you expect to contract for. We are well versed in the TIB, WSDOT (and WSDOT LAG) and FHWA policies and procedures. It is what we specialize in. We have worked

under these guidelines many times in the past and are able to acquire right of entries, air rights, temporary or permanent easements and fee title free and clear of all liens and encumbrances. We are fully capable of fulfilling each of your requirements. The CERTIFIED team has acted in this capacity for many agencies and municipalities in the past. We are routinely hired to acquire real property and property rights in support of transportation projects including roads, highways, light and heavy rail projects, and municipal improvement projects. We look forward to bringing our expertise and commitment to working successfully and productively with you on this contract.

The following are recent projects for your review and consideration:

- ***I-405 General Engineering Contract*, WSDOT/HNTB.** We are the real estate team selected for the successful planning, management and delivery of this mega project which consists of 30 miles of interstate highway. There are many hundreds of impacted parcels. CERTIFIED is a sub-consultant to HNTB who is the prime contractor on this project pilot WSDOT Urban Corridor Project. Staffing for this project is primarily consultant staff teamed with and co-located with WSDOT key staff. The I-405 team is charged with delivering this high profile complex project better, faster, and more cost effective than any other WSDOT project to date. The project's success has become a model for other current and future urban corridor projects. All funding is state and federal. We have successfully certified, on time and in budget all segments of this complex project to date. Contact: Denise Cieri, Project Manager North 425.456.8500; Stacy Trussler, Project Manager South 425.456.8500

- ***SR 99*, Kent/Tukwila/Federal Way.** Improvements to the SR 99 corridor travel through several municipalities. All phases of this project were local, state and federally funded. CERTIFIED has been selected by the named cities to acquire all the property and property rights need for their phases of this project. We have also provided ROW project management, funding source compliance advisory services, relocation planning and advisory services, interim property management, and document preparation and retention leading to certification. Considered as segments of a larger project, CERTIFIED is providing successful project delivery on more phases of his project than any other regional ROW consultant. Our work to date consists of 249+ parcels. All segments completed have been certified by WSDOT and FHWA as being in full compliance of the spirit and the laws of all funding sources and fully meeting the Uniform Act regulations. Contact: Jerry McCaughan, City of Kent 253-856-5581, Brian Shelton City of Tukwila 206-433-1800, Brian Roberts, City of Federal Way 253.835.2723

- ***SR 542, Sunset: Orleans to Woburn*, City of Bellingham.** Responsible for providing real estate services for this local, state and federally funded safety improvement and road widening project that is in a highly developed area of mixed use properties. Project consisted of 50 some parcels, including 5 relocations. CERTIFIED was asked to increase their activities on this project from acquisition agent on 20 parcels to providing full turnkey services for the entire project when the city real estate manager left his position with the city unexpectedly. Activities assigned were R/W phase project management, budget estimating, relocation and acquisition planning, obtaining rights of entries for engineering studies, all acquisition and relocation, working with regulatory agencies to obtain certification approval.

  Project was delivered ahead of schedule and almost $100,000 under budget.

  We were recently selected to provide turnkey real estate services for phase 2 of the Sunset project. Contact: Patty Fernandez, Real Estate Services Manager 360.676.6961

- ***Bayview Road*, Island County.** Project consisted of acquisition of preparation of a preliminary funding estimate for valuation of 45 parcels and acquisition of all property and property rights for those parcels. Attended open houses on this highly controversial project, worked closely with county planning, engineering and right of way staff as well as our sub consultant legal staff, the County Attorney, and local property owners and their representatives. This necessary safety improvement project was seen by local neighbors to change their rural roadway into a more highly traveled arterial way.

  Project was delivered approximately $70,000 under budget.
  Contact: Randy Brackett, Island County 360.679.7331

- ***Lakehaven Utility District: Flow Control Facility*, INCA Engineers, Inc.** Construction of a flow control facility and pipeline to connect Lakehaven Utility District pipeline with the City of Tacoma's existing pipeline to access water from the City of Tacoma's Howard Hanson Dam Additional Water Storage Project. Right of Way needed: Two Easements for Water Facilities, one for the flow control facility, one for the connecting pipeline. CERTIFIED researched property value, prepared administrative offers, prepared legal documents for conveyance of property rights and negotiated through closing with property owners. Contact: Cindy Smith, 425.635.1000

Corporate Information

- Incorporated:
  August 27, 1999

- FEDERAL TAX I.D. NUMBER:
  91-1990392

- WASHINGTON U.B.I. NUMBER:
  601-976-952

- WASHINGTON STATE REAL ESTATE LICENSE NUMBER: CE-RT-IL-S001LB

- Certified Women's Business Enterprise: W2F4017181

- Insurance:
  $2,000,000 Professional Liability/Errors & Omissions thru Legion Indemnity
  $2,000,000 General Business Liability thru Safeco
  * certificates of insurance provided on request or upon entering into contract

- SEATTLE Office:
  4535 44TH Avenue SW
  Seattle, Washington 98116
  Telephone: 206.287.9858
  Toll Free: 877.287.9858
  Fax: 206.938.6717

- BELLEVUE Office:
  600 108th Avenue NE, Suite 347
  Bellevue, WA 98004
  Telephone: 425.453.0623
  Fax: 425.646.6254

e-mail: name@certifiedlandservices.com
website: www.certifiedlandservices.com

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sultan Park Site Acquisition

Project Overview.

The project consists of acquiring a portion of 1 parcel in fee from a private property owner for a city park.

There is no relocation of persons or personal property on this project.

Local, state and federal funds are involved in this project. In order to protect the city's right to use state and federal funds in this project CERTIFIED will strictly adhere to Federal Highways Administration policies and procedures as well as all applicable federal, state and local laws including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and it's amendments, 49CFR Part 24, and state Revised Statutes. Work will be in accordance with the WSDOT Local Agencies Guidelines and by reference the WSDOT Right of Way Manual parts 1 & 2.

CERTIFIED will work closely with all project stakeholders including project managers and staff, engineering project managers and designers, property owners and their representatives and the public.

C E R T I F I E D
L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sultan Park Site Acquisition

TASKS

Task 1 - Project Management
Assumptions:

- The City of Sultan ("the City") will act as general right of way project manager.
- CERTIFIED will provide staff management/advisory time for its staff, but will not consider itself in any way the project manager for the project.

1.1.1 Prepare and submit a monthly progress report that will include identification of work performed in the previous month's schedule, measures for mitigating schedule slippage, if necessary, and identification and discussion of potential problems that may arise, including issues resolution.
1.1.2 Post on line status reports and complete document files for City review and real time access of status reports and diary.
1.1.3 Manage quality in coordination with the prime's Project Manager.
1.1.4 Submit detailed monthly invoices.

Task 2 - Preparation
2.1.1 CERTIFIED staff will review all documents, files, maps, title reports, legal descriptions and other information provided. Errors, questions and clarifications will be reviewed and discussed.

Task 3 - Appraisal
3.1.1 CERTIFIED will hire and manage a qualified appraiser who will provide a full narrative before and after appraisal of the parcel.

Task 4 - Appraisal Review
4.1.1 CERTIFIED will hire and manage a review appraiser who will provide appraisal review services for the parcel.
4.1.2 The City will set just compensation from which the offer to the property owner will be made.

Task 5 – Administrative
Assumptions:

- All forms and conveyance documents will be on templates provided by CERTIFIED and approved by the City.

5.1.1. CERTIFIED will provide signature ready legal documents that will be used to convey fee rights for the parcel.
5.1.2. The City will provide title commitments for each parcel with Schedule B showing exceptions listed.
5.1.3. The City will provide all legal descriptions.
5.1.4. CERTIFIED staff will maintain all records, files, documents and reports in accordance with city, state and federal statutory rules, regulations and guidelines.
5.1.5. CERTIFIED will provide the City with a password to access CERTIFIED's FTP site to obtain status reports and other pertinent information.

SCOPE OF WORK: City of Sultan Park Site Acquisition

Task 6 - Negotiation

Assumptions:

- CERTIFIED agents will act in good faith at all times.
- CERTIFIED staff will never coerce owners in an attempt to settle parcels.
- CERTIFIED staff will work whatever hours are necessary, including evenings and weekends, to make themselves available to owners and their representatives.

6.1.1. CERTIFIED staff will contact the owner and make every attempt to meet face-to-face to discuss the project and to present the City's offer both verbally and in writing.

6.1.2. CERTIFIED will make at least 3 follow-up personal contacts with the owner with the intent of reaching settlement for the conveyance of property needed. As many contacts as needed to reach settlement will be made.

6.1.3. Negotiations will continue until it is mutually agreed between the City and CERTIFIED that negotiations should be suspended and the file given to the City Attorney to pursue eminent domain actions.

6.1.4. CERTIFIED staff will provide a detailed written diary for the parcel.

6.1.5. CERTIFIED staff will transmit organized parcel files containing all pertinent information, documents, forms, diaries, and Disclaimer Statements.

6.1.6. CERTIFIED staff will prepare a condemnation summary memo if the City deems it is necessary to acquire the parcel through the exercising of its power of eminent domain.

Task 7 – Relocation

Assumptions:

- There are no relocations on this project.

Task 8 - Closing and Conveyance

Assumptions:

- The parcel will not be closed in escrow, but will be "self-closed".

8.1.1. CERTIFIED staff will discuss title clearance with the City, and will identify any liens and/or encumbrances that are in conflict with the City's intended use of the property.

8.1.2. CERTIFIED will prepare all documents needed for clearing any liens or encumbrances as noted above, and will clear them.

8.1.3. The City will pay the property owner and/or any lien holders/encumbrancers for the property rights acquired through the closing process.

8.1.4. CERTIFIED will provide the City with a complete file at the close of negotiations. Included in our transmittal package will be conveyance documents ready for the City to record.

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sultan Park Site Acquisition

COST ESTIMATE

This proposal is based on charging only for those hours worked. The outline of tasks and hours provided above are a guide to our understanding and approach to work.

PROJECT MANAGEMENT

Senior Project Manager: 10 hours @ $154 per hour = **$1,540**

TITLE REVIEW & DOCUMENT PREPARATION

Senior Acquisition Agent: 5 hours @ $95 per hour = **$475**

NEGOTIATION

Senior Acquisition Agent: 30 hours @ $95 per hour = **$2,850**

Administrative Support: 5 hours @ $59 per hour = **$295**

TITLE CLEARANCE

Senior Acquisition Agent: 8 hours @ $95 per hour = **$760**

TITLE REPORTS/PAYMENT TO OWNERS

Title Reports will be provided by the City and are not included in this cost estimate. The overall project scope of work calls for the City to pay property owners and/or lien holders/encumbrancers directly for all property and property rights obtained by CERTIFIED.

APPRAISAL

Appraisal: 1 appraisal @ $3,500 = **$3,500**

(Appraisal cost based on quotes from 2 appraisers)

APPRAISAL REVIEW

Appraisal Review: 1 appraisal review @ $750 = **$750**

(Appraisal review cost based on quote from 1 appraisal reviewer)

REIMBURSABLES

In addition to the above costs, reimbursable costs such as mileage, postage, phone and fax charges, or other reasonable costs will be billed at straight cost.

Estimated Reimbursables = **$750**

TOTAL ESTIMATED COSTS = $10,920

NOTE:
IT IS OUR COMMITMENT TO PROVIDE YOU WITH EFFECTIVE AND COST EFFICIENT SERVICE. SINCE WE WERE ASKED TO PROVIDE A NOT TO EXCEED COST ESTIMATE, WE HAVE PROVIDED THIS ESTIMATE FOR YOUR BUDGETING PURPOSES. ALTHOUGH IT CANNOT BE GUARANTEED, IT IS OUR GOAL TO DELIVER THIS PROJECT WELL WITHIN THE ABOVE TOTAL ESTIMATED COSTS. WE WILL UNDER NO CIRCUMSTANCES EXCEED THIS ESTIMATE WITHOUT YOUR FULL CONSENT AND APPROVAL.

C E R T I F I E D

L A N D S E R V I C E S C O R P O R A T I O N

SCOPE OF WORK: City of Sultan Park Site Acquisition

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal are accepted and CERTIFIED Land Services Corporation is authorized to proceed.

By _____ _____

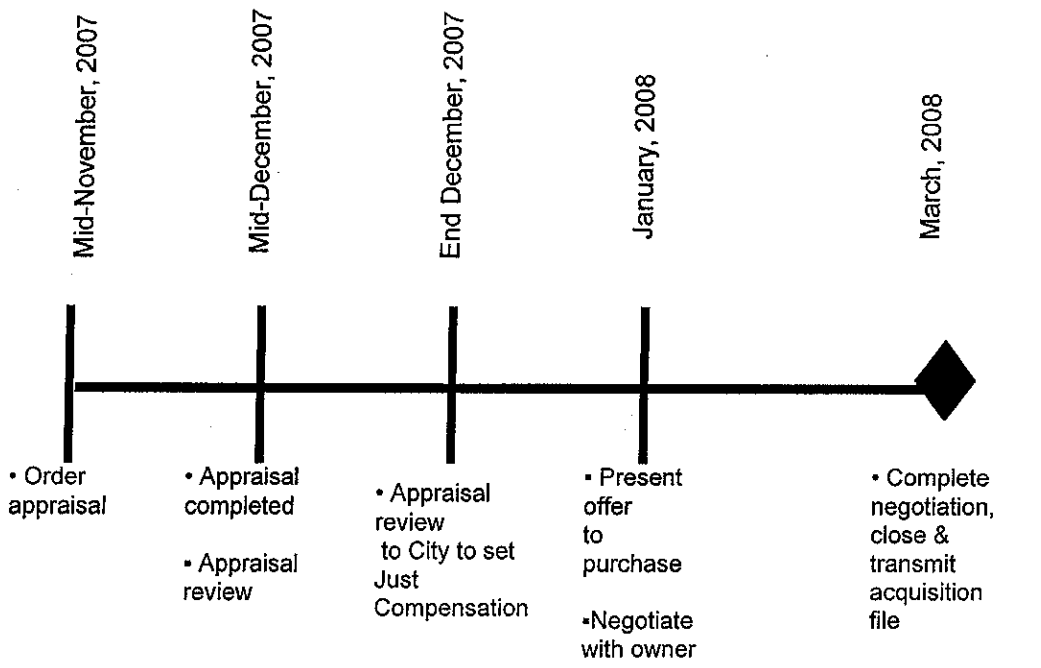
Signature* **Printed Name**

For _____ _____

Firm/Municipality* **Date**

*Name of person with contractual authority and firm responsible for payment of CERTIFIED Land Services Corporation billing.

CITY OF SULTAN
Park Site Acquisition
Acquisition Timeline



Rick Cisar

From: Kristin [kristin@certifiedlandservices.com]
Sent: Friday, December 07, 2007 1:21 PM
To: rick.cisar@ci.sultan.wa.us
Subject: City of Sultan Park Site Acquisition -- CERTIFIED Land Services' cost estimate

Rick,

In our conversation this morning, you asked me to explain why our appraisal cost estimate for the park site acquisition project is $3,500.

The reasons are:

1. The parcel lies within both a floodway and floodplain, both of which may have significant impacts on the value of the property; a wetlands study will need to be done as part of the appraisal;

2. This is a single parcel project, which greatly reduces the economies of scale for the appraiser;

3. The City is buying just a portion of the parcel, while the owner will retain a portion for his residence; in order to do this without going through a formal short-platting process, the acquisition must be done under the power of eminent domain. Therefore, a "before and after" appraisal is necessary, which is a specialized appraisal process that most residential or commercial appraisers don't have experience with; and

4. To protect the City's options to use state or federal funding on the project in the future, we based our scope and cost estimate on acquiring the property under the FHWA and WSDOT rules and regulations, which require the "before and after" appraisals mentioned above.

Please call me with any questions.

Kris

Kristin Butterfield
CERTIFIED Land Services Corporation
4535 44th Avenue SW | Seattle, WA 98116
☎ 206.287.9858 | **Fax** 206.938.6717
✉ kristin@certifiedlandservices.com

CERTIFIED ~ Finding Common Ground
Right of Way Planning, Acquisition, Relocation
visit our website at: www.certifiedlandservices.com

Exhibit 5