



Lump Sum Contract # 20151226

City of Springfield Lump Sum Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			BK	6.4.2015
Disaster Recovery	ML	6-4-15	ML	6-4-15
Public Works, Dept.	CC	6-4-15	CC	6-5-15
City Comptroller	ML	6/5/15	ML	6/5/15 ✓
Law	PF	6-9-15	PF	6-9-15
Mayor	CJ	6-10-15	CJ	6-10-15
Office of Procurement				

Vendor No.: **11922** Lump Sum Contract Date: **5.29.15** Contract Amt.: **\$3,500.00**

Org/Object Code 1: **26401817-530105-64014**
 Org/Object Code 2:
 Org/Object Code 3:
 Org/Object Code 4:

Bid #: Requisition #: **15017149** Purchase Order #:

Vendor Name: **Commercial Appraisal Services, Inc.**

Lump Sum Contract Purpose: **Expert Appraisal Services**

Requesting Dept.: **Disaster Recovery/DPW**

TYPE OF DOCUMENT (Please select at least one):

New
 Amendment
 Extension
 Renewal

AGREEMENT FOR EXPERT APPRAISAL SERVICES

Upon execution by all parties, this Agreement shall be effective as of the 1st day of June, 2015, by and between the **City of Springfield, Mass.**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with a principal place of business at 36 Court Street, Springfield, MA 01103, acting by and through its Director of the Department of Public Works ("Director"), and its Director of Disaster Recovery, with the approval of its Mayor (hereinafter the "City"), and **Commercial Appraisal Services, Inc.**, an appraisal firm located at 264 North Main Street, Suite 2, East Longmeadow, MA. 01028 (hereinafter the "Appraiser").

WHEREAS, the City is in need of a qualified real estate appraiser to inspect and appraise certain properties owned by the Springfield Housing Authority at **11-12 Marble Street in Springfield, MA.** (the "Project") in Springfield, MA., to determine the fair market value of certain parcels to be taken by eminent domain in fee, as described on the attached plan ("DPW"); and

WHEREAS, the Appraiser has the qualifications, ability and expertise in the real estate appraisal field to perform the services required by the City; and

WHEREAS, the Appraiser is willing to provide the services described herein at the amounts the City has budgeted.

NOW THEREFORE, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Appraiser shall, in a satisfactory and proper manner, as determined by the Director, perform in accordance with the terms and conditions of this Agreement, the appraisal services hereinafter described in this Agreement. The Appraiser will research and determine the fair market value of property owned by the Springfield Housing Authority at **111-112 Marble Street, Springfield, MA.** ("the Property"), which the City of Springfield intends to acquire, by eminent domain or otherwise. The property is more fully described on the plan attached hereto as Exhibit A.

The Appraiser's report will consider the value of the property based on existing rent structure as operated by a public housing authority subject to HUD requirements, and, in the alternative, as if the property utilized market rents.

In the performance of services under this Agreement, the Appraiser shall comply with the provisions of Uniform Standards of Professional Appraisal Practice, the Mass Highway Real Estate Acquisition Guide for Local Public Agencies, and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs ("Uniform Act"), 42 United States Code sec. 4601 et seq., and in particular sec. 4651 of the Uniform Act, and related regulations found at 49 Code of Federal Regulations, Part 24, as amended, including but not limited to 29 CFR sections 24.103-24.105.

B. Reserved.

C. Appraiser's Services

The Appraiser agrees to perform the following services:

1. Appraisals

Appraise the parcels comprising the Property described above and on Exhibit "A" of this Agreement, and prepare and deliver to the City, in writing, as soon as possible after execution of

this Agreement, but in no event later than 45 days from execution of this Agreement by the Appraiser, Narrative Appraisal reports, in two (2) original copies, detailing the appraised fair market value of the Property, conforming to the provisions of this Agreement, and containing the information required by 49 C.F.R. sec. 24.103.

2. Property Inspection

Personally inspect the parcels, including all buildings, structures, improvements, fixtures, appurtenances, and other elements of value thereon or belonging thereto. *The Appraiser shall give the owner, or the owner's representative as designated in writing, an opportunity, with reasonable advance written notice, to accompany the Appraiser during his inspection of the property. Such notice shall be personally served or sent by certified or registered first-class mail, return receipt requested.* In the process of inspecting the property, the Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all factual information and comments furnished by the owner or his representative relevant to the appraisal. If the Appraiser's inspection or investigation discloses a sale of a portion of a parcel by an unrecorded contract of sale or otherwise, the Appraiser shall furnish separate reports for each separately owned portion of the parcel.

3. Valuation Data.

Make such investigation, studies, and proper inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal reports to be furnished under this Agreement. The Appraiser shall ascertain the most recent sale of each property appraised and any other sales of such property during the last five (5) years preceding the appraisal and shall investigate any recent offer or offers of the owner to sell his property. Such sale or sales of the property appraised and all recent sales of other properties that are sufficiently comparable to the property being appraised to be considered by the Appraiser in forming his opinion of fair market value shall be verified insofar as practical. Each such verification shall include inspecting the property and interviewing the seller, buyer, agent or other person, who participated in the transaction, to ascertain the consideration paid, the terms and conditions of the sale, any special factors affecting the amount of the sale price, and the actual character and condition of the property at the time of sale.

4. Testimony in Judicial Proceedings

Cooperate and testify as an expert witness on behalf of the City in any judicial or administrative proceedings involving any property appraised under this Agreement. Such services shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with counsel for the City, and testifying in the judicial or administrative proceeding. Reasonable compensation for these services will be arranged by a written amendment to this contract and is subject to appropriation.

5. Modification of Delivered Appraisal Reports.

Modify or furnish supplements to any appraisal report furnished hereunder, without additional cost to the City, if (a) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal, (b) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the City, or (c) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report. If there is a significant delay between the date of valuation and the date of acquisition of any parcel or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries or the interest to be acquired, or other cause, the Appraiser shall, if requested by the City, furnish the City a supplementary report updating his valuation and the supporting data and analyses to a current date.

6. Reservations in Owners.

Furnish the City with the Appraiser's estimate of the value of any right or interest proposed to be reserved by the owner in a property appraised by the Appraiser, including such reservations as mineral rights, an easement for access to other property of the owner, the right to continue occupancy for an extended period after the City acquires the property, or the right to remove any building, structure, fixture, or other improvement, or a part thereof, at the owner's expense and without cost to the City.

7. Retention of Appraisal Records.

Retain a copy of each appraisal report and all notes and records germane to the appraisal for ten (10) years after delivering the appraisal report to the City or until the property is acquired by the City or its proposed acquisition of the property is abandoned, whichever is the later.

8. Consultation with City.

Advise and consult with the City Law Department regarding services performed and to be performed by the Appraiser and the real property acquisition aspects of the City's plans and programs as related to the properties involved in this agreement, at such time or times as may be mutually convenient for the parties to this agreement, without additional charge to the City. The Appraiser shall initiate such consultations whenever he is in doubt as to whether an element of property is real or personal property or needs legal advice of any aspect of the appraisals to be furnished under this Agreement. There shall be no charge by any party for such consultations.

D. Contents of Appraisal Reports.

The appraisal report or reports to be furnished by the Appraiser to the City in accordance with this Agreement shall contain certain information and the Appraiser's conclusions and opinion, together with the data and analyses by which they were derived, as set forth in 49 C.F.R. sec. 24.103 and this Agreement. The appraisal report on each parcel shall consist of a cover sheet, followed by a report furnishing the Appraiser's opinions and conclusions and the data and analysis on which they are based. The appraisal report on each parcel shall include the following:

1. Appraisal Summary.

A cover sheet headed "Appraisal Report for the City of Springfield", which may be a printed form, completed to provide the following:

- a. Project name and number.
- b. Date of the report.
- c. Parcel number, address of the property, brief identification of the interest in the property appraised, and the name of the owner or owners.
- d. Date or dates of the Appraiser's inspection of the property, and the names of any persons accompanying the Appraiser on the inspection, noting any interest held in the property by such person or by persons they represent. For each unrepresented owner, include in the narrative portion of the appraisal report the evidence of notification required by Article I, paragraph C(2) of this Agreement, and any further explanation deemed appropriate.
- e. Any other fact or conclusion from the Appraiser's report which the City requests the Appraiser to include on the summary page.

f. The limiting conditions of the appraisal, which may include assumptions (1) that the title is good and marketable, (2) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (3) that the description of the property and the interest therein to be appraised, furnished by the City to the Appraiser, is correct, and (4) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by the City.

g. The certifications of the Appraiser (1) that he personally made a thorough inspection of the property, (2) that, to the best of his or her knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted, (3) that neither his employment nor his compensation is contingent on the valuation reported, and (4) that he has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.

h. The signature of the Appraiser.

2. Ownership.

The name and address of the owner of the property and the name and address, if known, of any other party known or believed to hold a separate compensable interest in the property. For any party listed as holding a separate compensable interest in the property, furnish a description of the interest when providing the property delineation in accordance with Article D (3) hereof.

3. Delineation of Property.

The street address of the property and an accurate legal description of the real property and the interest therein appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title, but not mortgages, special assessment levies, or other liens securing the payment of indebtedness or claims against the owner. The property delineation shall specifically exclude and describe any separately held interest in the real property, which, under the definition of "parcel" in Article I is to be appraised and acquired either separately or as an appurtenance of another parcel to be acquired. The description shall also specifically exclude all separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, furnish a description of each separate interest comprising part of the property appraised and the name of its owner.

4. Off-Record Title Information.

Information with respect to outstanding interests or instruments affecting the title, but not of record, such as leases, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if the facts obtainable by inquiry and inspection are sufficient, the Appraiser's report shall be based on such additional title information and so noted in the appraisal report. Otherwise the Appraiser shall refer the matter to the City and defer completion of the appraisal until the question is resolved.

5. Inventory of Improvements.

An inventory identifying each building, structure, or other improvement, including movable and immovable building equipment and other fixtures considered to be part of the real property. For the purpose of delimiting the real property improvements, any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property notwithstanding the right or obligation of a tenant, as against the owner of any other interest in the real property, to remove such building, structure, fixture, or other

improvement, at the expiration of his term. The ownership of any improvement by anyone other than the land owner shall be identified on the inventory. In the case of a commercial, industrial, institutional, governmental, or farm property involving substantial quantities and kinds of fixtures, such as machinery and equipment, a property analysis shall be made in accordance with Article D, section 6 hereof. The property analysis shall be submitted to, and be approved by, the City before completing the appraisal and, as approved by the City, shall be included as an exhibit in the Appraiser's report.

6. Property Analysis.

A property analysis when required in accordance with Article D hereof. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings as to what is regarded as being real or personal property. Buildings, including appurtenant movable building equipment, structures, other improvements, and fixtures including their accessories and spare parts, shall be identified and classified as to ownership and type of property as follows:

- a. Ownership
 - (1) Owner of the land.
 - (2) Each tenant in occupancy.
 - (3) Each non-occupant owner of any fixtures or other improvements, or personal property on the premises.

- b. Type of Property
 - (1) Building, structure, or other fixed improvement.
 - (2) Building equipment, movable.
 - (3) Fixtures, classified as to whether economically movable for reuse, movable for salvage only, or immovable.
 - (4) Personal property, identified as to types and approximate amounts, or otherwise, as needed to obviate misunderstandings as to the classification of any item.

If any building, structure, or other improvement is not to be acquired, will not be adversely affected by the City's project, and will not be required by the City to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

7. Property Data.

Description of the property, including information pertinent to the appraisal with respect to such matters as (a) the environment and location of the property, (b) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land, (c) the assessed value of the real property and the current annual real estate tax burden, (d) the use and occupancy of the property at the time of appraisal, (e) the public improvements, services, and utilities serving and providing access to the property, (f) the character, topography, dimensions, and area of the land, (g) the freedom of the property from or susceptibility to special hazards, (h) the current rental and rental history of the property, if rented, (i) the estimated annual costs of ownership and for operation and maintenance of the property, and (j) a description of the buildings, structures, fixtures, and other improvements, if any, appurtenant to the land, including relevant information as to type of improvement, designated use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such exterior photographs, each clearly identified, as are appropriate as part of the description of the property.

8. Legal and Title Matters Affecting Value.

Report of any official citations or personal observations by the Appraiser of any condition or occupancy of the property in violation of law and any other legal or title matters affecting the available lawful uses or the value of the property.

9. Highest and Best Use.

The Appraiser's opinion as to the highest and best use for the property. The appraisal report shall also include the Appraiser's opinions as to any variations of such use and any other uses or kinds of uses for which the property is reasonably suitable or adaptable. Any differences between the Appraiser's estimate of highest and best use and the actual use of the property at the time of valuation shall be explained. If the highest and best use is self-evident and not materially different from the actual existing use, a statement to that effect will suffice. However, if the property is unused vacant land, or the highest and best use is found to differ significantly from the present use, the appraisal report shall contain the analyses by which the Appraiser reached his conclusions as to the highest and best uses, and as to the relative suitability or adaptability of the property for any other available uses for which the property could reasonably be considered to be suitable or adaptable. The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment, and the legal and physical attributes of the property for such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. Because the Appraiser's findings as to the highest and best use is a conclusion that the property does not have a higher present value for any other use, the analysis of property for the future use or uses found to be the highest and best is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with Article D, section 10 hereof.

10. Property Valuation and Appraisal Analysis.

The opinion of the Appraiser as to the fair market value of the property before and after the taking of the fee. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching his conclusion as to value and all data and analyses needed to explain and support his valuation. The supporting data and analyses furnished in the appraisal report shall include, among other things, the following:

a. An analysis of the property as identified and described in accordance with the preceding paragraphs of this Article D, for the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential and the expenses of ownership, maintenance, and operation.

b. Evaluation of information with respect to previous sales of the property appraised and any recent offers of the owner to sell the property.

c. The data and the analyses that constitute the principal basis for the Appraiser's opinion of the fair market value. Information shall be furnished with respect to recent sales of other properties which are considered by the Appraiser to be comparable with, and to provide useful evidence of the value of the property appraised. The information furnished with respect to each such comparable property and its sale shall include among many other pertinent facts, the names of the grantor and grantee, the date of sale, the sale price, any special terms or conditions or circumstances affecting the transaction, and a description of the property and its condition at the time of sale in sufficient detail for use in comparing it with the property appraised. The appraisal report shall contain the Appraiser's analysis of each comparable property and its value in relation to the property appraised. The Appraiser's analysis in each case shall reflect consideration of, and appropriate allowances for, the difference in the date of the sale and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.

d. All other information, analyses, and estimates considered by the Appraiser to be relevant to the estimation of the fair market value of the property.

e. If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain the Appraiser's opinion of just compensation for a taking of such property or interest, using the before and after method of valuation as interpreted under State law, unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of the Appraiser shall be supported in his report by the data and analyses by which he reached his conclusions. The appraisal report shall also contain, for information purposes only (unless required by State law), the Appraiser's estimates of the fair market value of the to-be-acquired part of interest as part of the whole property, and the net damages or benefits to the remaining property of the owner. If in the opinion of the Appraiser acquisition of the part of, or interest in, the property remnant should be considered, the Appraiser shall furnish a separate estimate of the fair market value of the entire property and interest of the owner unless informed by the City that it does not have authority to legally acquire the remnant. A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it is not capable of being used economically.

f. Such maps, plans, photographs, or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser.

g. The Appraiser's evaluation of the indications of value deduced from his separate analyses of the various evidence of value and an explanation of how he reached his final conclusion as to the fair market rental value of the property.

11. Reserved.

12. Additional Findings in Certain Cases.
Additional conclusions, if applicable, as follows:

a. Parcels Comprised of Independently Marketable Properties. If the parcel is marketable as two or more separate properties, the appraisal report shall, in addition to furnishing the Appraiser's opinion of the fair market value of the entire parcel, identify each separately marketable property by street address and the actual or assumed suitable legal street address and provide a separate estimate of the fair market value of each such separately marketable property as an independent property. The Appraisal report on the entire parcel in such a case may be presented as separate reports, one for each separately marketable property, with an overall report on all such properties considered as a single property. Any difference between the sum of the Appraiser's opinions of the fair market value of the separately marketable properties and his opinion of the fair market value of the entire parcel shall be explained.

b. Separately Held Interests. If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas or mineral rights, and the division of ownership is not of such character as to destroy the practical unity of the property, the Appraiser shall apportion his estimate of the fair market value of the property (all interest therein to be acquired) to each separately held interest. If a tenant owns any real property improvements which he or she has the right or obligation to remove at the expiration of his term, the apportionment between the landlord and the tenant shall be made in accordance with paragraph c. below. The report shall contain the data, analyses, and reasoning by which the Appraiser made the apportionment. If the "unit rule" is not regarded applicable because the division of

ownership is such as to diminish the fair market value of the property as a whole, the separate interest involved shall be appraised separately.

c. Tenant-Owned Improvements. If any buildings, structures, fixtures, or other improvements, comprising part of the property appraised are identified, as provided in this Article D, as being the property of a tenant who has the right or obligation to remove them at the expiration of his term, the Appraiser shall apportion his estimate of the fair market value of the real property appraised, including the property of each such tenant, to the landowner and the tenant or tenants so that the amount apportioned to each tenant for his interest in the real property will be the greatest of (1) the fair market value of the tenant's leasehold interest in the property, (2) the amount which the tenant's property contributes to the fair market value of the property as a whole, or (3) the fair market value of the tenant's improvements for removal from the property. The appraisal report shall state the basis for the valuation of each tenant's interest and furnish the data and analyses of which such valuation was made.

d. Owner-occupant in a Multifamily or Mixed-Use Property. If the property is a multifamily or mixed-use (residential and non-residential) property and the owner of a compensable interest therein, as defined in the next sentence, occupies a dwelling in the property, the Appraiser shall furnish an apportionment of his estimate of the fair market value of the whole property to such dwelling, or to each such owner-occupied dwelling if more than one, and to the remainder of the property. For the purpose of this paragraph, an occupant of a dwelling shall be considered to own a compensable interest in the property if he holds fee title, a life estate, a 99-year lease, or a lease with not less than 50 years to run from the date of valuation, or holds an interest in a cooperative housing project which includes the right of occupancy of a dwelling unit therein, or is the contract purchaser of any of the foregoing estates or interest, or has a leasehold interest with option to purchase. The Appraiser's report shall explain how he made the apportionment and the rationale therefor.

13. Date of Valuation.

The Appraiser's valuation shall be as of a date concurrent with the preparation of his report, unless the City has specified in writing an earlier date of valuation.

II. TIME

A. The Services to be performed by the Appraiser under this Agreement shall commence as of the execution of this Agreement by all parties, and shall be completed within 45 days thereafter, unless otherwise extended by written agreement of all parties.

B. The Appraiser acknowledges that time is of the essence in completing the Services according to each of the deadlines set forth in Article I(C)(1), in order for the City Council to vote on the eminent domain taking of the Property, and for the City to obtain the Rights of Way to these properties in order to bid the construction of the project.

III. COMPENSATION, PAYMENT AND BILLING PROCEDURE

A. City's Maximum Liability: It is expressly agreed and understood that in no event shall the liability of the City under this Agreement for all Services exceed the maximum sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).

This amount includes all expenses incurred by the Appraiser in the performance of the Services hereunder, including but not limited to travel, mileage, postage, telephone, fax, internet service, copying, printing, and photography. This does not include the cost of any court appearance and testimony.

B. Invoice Schedule: The Appraiser will submit one invoice with the delivery of the appraisal reports to the City. The City will make payment within 30 days of approval of the

invoices by the Director.

C. The records of the Appraiser insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City, or any of their duly authorized representatives, shall have immediate access to any books, documents, papers and records of the Appraiser which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

IV. TERMINATION

A. If through any cause the Appraiser shall fail to timely and properly observe and comply with any of his obligations under this Agreement, the City shall have the right to terminate this Agreement or suspend or terminate payments by giving 10 days written notice of termination to the Appraiser signed by the Director or his authorized designee.

B. Failure to obtain the approval of the Director of the written reports described in the Scope of Services of this Agreement shall be cause for suspension or termination of this Agreement, at the sole option of the City.

C. In the event of termination of this Agreement all documents, data, papers, studies and reports prepared by the Appraiser or his agents, associates, consultants, employees, partners, or servants shall become City property.

V. REMEDIES OF THE CITY

If the Appraiser shall provide services to the City in a manner which is not to the satisfaction of the City, the City may suspend or terminate payment to the Appraiser in whole or in part and in addition may:

1. Require the Appraiser to provide services which are satisfactory to the City at no additional cost to the City; or
2. Terminate this Agreement.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification: The Appraiser shall assume the defense of and hold harmless the City, its officers, agents and employees from any and all suits and claims against it or any of them arising from any act or omission of the Appraiser, his agents, associates, consultants, employees, partners or servants, in any way connected with the performance of this Agreement. The Appraiser shall require each subcontract professional or consultant to agree in their contract not to make any claim against the City, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Appraiser.

B. Insurance Requirements: The Appraiser shall, at its own expense obtain and maintain during the entire term of the Agreement, the following types of insurance at the coverage limits listed herein, at a minimum:

i. General Liability Insurance: General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Appraiser and any person or business entity for whose performance the Appraiser is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

ii. Professional Liability Insurance: Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Appraiser and any person or business entity for whose performance the Appraiser is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

iii. Auto Liability Insurance and Worker's Compensation Insurance: All required automobile insurance coverage for any vehicles used in the performance of this Agreement, and worker's compensation insurance required by law, at all times during the term of this Agreement.

iv. Subcontractors: The Appraiser shall provide, maintain and require its subcontractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Appraiser is an independent contractor and is not an employee or agent of the City.

v. Certificates of Insurance: The Appraiser shall file with the City a certificate/s evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement as Exhibit #1.

VII. SUCCESSORS AND ASSIGNS

A. The City and the Appraiser each binds itself, its associates, consultants, partners, successors, assigns and legal representatives to such other party with respect to all covenants of this Agreement.

B. Neither the City nor the Appraiser shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or novation) without prior written approval of the other party thereto.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Reference is made to Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375; and to the City of Springfield's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program. These documents are incorporated herein by reference.

IX. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Contract, the Appraiser agrees as follows:

1. The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Appraiser will, in all solicitations, or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Appraiser will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or workers' representative of the Appraiser's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Appraiser will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Appraiser will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Appraiser's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Appraiser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Appraiser will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Appraiser will take action without respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.

X. CONFLICT OF INTEREST

A. The Appraiser covenants that neither he nor any officer of the corporation or partnership, as the case may be if the Appraiser be a corporation or partnership, has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the appraisal services hereunder. The Appraiser further covenants that in the performance of this contract, no person having such interest shall be employed by him.

B. No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the City during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

C. Compliance With Ethics Laws Requirements: The Appraiser agrees to comply with all applicable provisions of the amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws ch. 268A, sec. 1(g) or 1(n), such employees of the Appraiser may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics), or by calling the Commission's Legal Division at 617-371-9500.

XI. GOVERNING LAW - CHOICE OF FORUM

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any action whether at law or equity shall only be brought in a state court of competent jurisdiction (Superior Court or District Court) in Springfield or the United States District Court sitting in Springfield.

IN WITNESS WHEREOF, the City of Springfield, acting by and through its Director of the Department of Public Works, and the Director of Disaster Recovery, and the Appraiser, have executed this Agreement as of the date the same is signed by all necessary parties, on the last date noted below.

**THE APPRAISER,
COMMERCIAL APPRAISAL
SERVICES, INC.:**

Ben DiMichele
By: Ben DiMichele
Title: president
Date signed: 6/1/15

CITY OF SPRINGFIELD,

Tina Quagliato
Tina Quagliato
Department of Disaster Recovery
Date signed: 6/4/15

Christopher Cignoli
Christopher Cignoli
Director, Department of Public Works
Date signed: 6-9-15

Lauren Stabilo
Lauren Stabilo
Chief Procurement Officer

LA #2640/817-530105-64014 *3500.00
Approved as to Appropriation:

[Signature]
City Comptroller
Date signed: 6/5/15

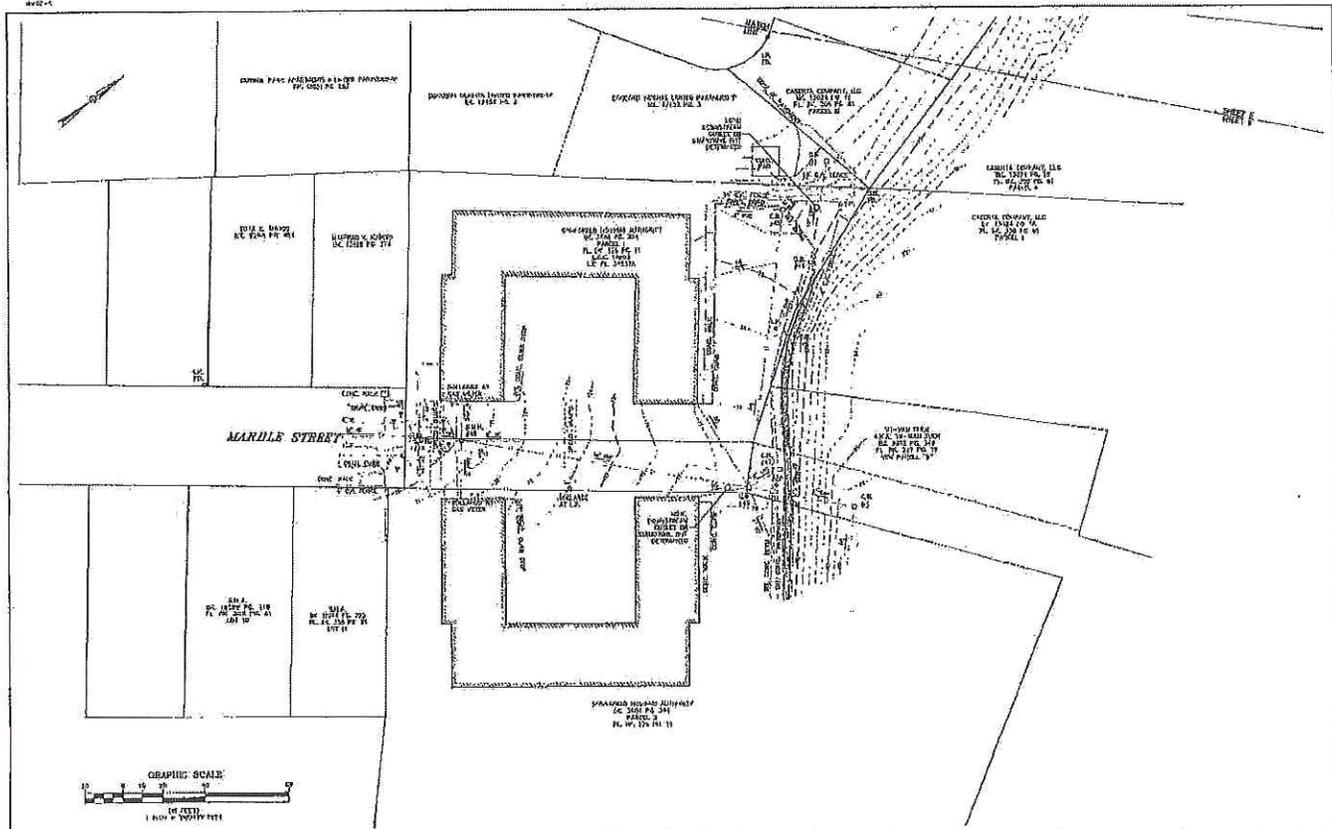
Approved as to Form:
[Signature]
City Solicitor
Date signed: 6-9-15

APPROVED:
[Signature]
DOMENIC J. SARNO
MAYOR
Date signed: 6/1/15

EXHIBIT A - PLAN AND INFORMATION ABOUT THE PROPERTY

(See Attached)

EX. A
P. 1 of 2



SHEPHERD & FRYDRYK, LLC <i>Land Surveying and Engineering</i> 3 Corporate Blvd., Suite 600 Fall River, MA 01909		TOWN OF SPRINGFIELD DEPT. OF PUBLIC WORKS 100 STATE ST. SPRINGFIELD, MA 01103	SCALE: 1" = 40'	MARBLE STREET EXISTING CONDITIONS	PLAN OF LAND IN SPRINGFIELD, MA PREPARED FOR WESTON & SAMPSON	PROJECT NUMBER 1312 SHEET NUMBER 6 OF 6
--	--	--	--------------------	---	--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2015

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 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 Foley Insurance Group Inc. 37 Elm Street West Springfield MA 01089-2703	CONTACT NAME: Stacie Breck, Extension 103
	PHONE (A/C No. Ext): (413) 214-7474 FAX (A/C No): (413) 214-7447 E-MAIL ADDRESS: sbreck@foleyinsurancegroup.com
INSURED Commercial Appraisal Services Inc. 264 North Main Street Unit 2 East Longmeadow MA 01028	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A Main Street America Assurance 29939
	INSURER B Underwriters at Lloyd's London
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL151608146 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 CERTIFICATION 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BPT0522M	11/26/2014	11/26/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 4,000,000			PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	Errors & Omissions			MPL140691714	1/6/2015	1/6/2016	E.L. DISEASE - POLICY LIMIT \$
							Each Occurrence \$1,000,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder named below is included as an additional insured for general liability coverage for ongoing operations if required by written contract, permit, or agreement executed prior to a loss.

CERTIFICATE HOLDER 787-6023 City of Springfield 70 Tapley Street Springfield, MA	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 Brian Foley/STACIE
---	--

EXHIBIT #1 - APPRAISER'S INSURANCE CERTIFICATE/S

(See Attached)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

464238794

Individual Social Security Number

State Identification Number

Federal Identification Number

Company:

Commercial Appraisal Services Inc.

P.O. Box (if any):

Street Address Only: 264 North Main St, Suite 2

City/State/Zip Code:

EAST Longmeadow MA 01028

Telephone Number:

413-650-9437

Fax Number:

413-241-5776

List address(es) of all other property owned by company in Springfield:

Please Identify if the bidder/proposer is a:

Corporation

Individual

Name of Individual:

Partnership

Names of all Partners:

Limited Liability Company

Names of all Managers:

Limited Liability Partnership

Names of Partners:

Limited Partnership

Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

Commercial Appraisal

I, Ben D. Michele certify under the pains and penalties of perjury that Services Inc., to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Commercial APP Services Inc. Ben D. Michele Bidder/Proposer/Contracting Entity Authorized Person's Signature

Date: 6/1/15

CITY OF SPRINGFIELD TAX CERTIFICATION

Commercial Appraisal

I, Ben D. Michele certify under the pains and penalties of perjury that Services Inc., to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Commercial APP Services Inc. Ben D. Michele Bidder/Proposer/Contracting Entity Authorized Person's Signature

Date: 6/1/15

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, BEN D. Michele certify under the pains and penalties of perjury that Commercial APP Services Inc., to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Commercial APP Services Inc. Ben D. Michele Bidder/Proposer/Contracting Entity Authorized Person's Signature

Date: 6/1/15

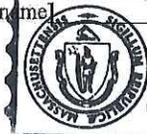
Notary Public

STATE OF Massachusetts

June 1st, 2015

County of Hampden, ss.

Then personally appeared before me [name] Benedetto Dmichele [title] president of [company name] Commercial Appraisal Services Inc. being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name].



ANDZELIKA E. NOWAK Notary Public

My commission expires: Commission Expires May 9, 2019

[Signature] Notary Public May 9th, 2019

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

CORPORATE CERTIFICATE

***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS -**

****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ***

I, ** ROBERT SLVKA A Resident of SPRINGFIELD in

The State of MA DO HEREBY CERTIFY: that I am
the Clerk/

Secretary of COMMERCIAL APPRAISAL SERVICES INC.

A Corporation duly Organized and existing under and by virtue of the laws of the

State of MA

And that I have custody of the records of such Corporation: and that as of the date herein below recited

* BENEDETTO DIMICHELE PRESIDENT
(Officer, person who is signing the Contract) (Title)

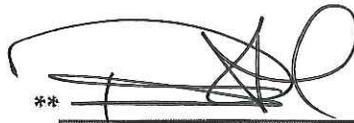
Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

EXPERT APPRAISAL SERVICES
CONTRACT # 20151226

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 1ST day of JUNE 2015

(Affix)
(Seal)
(Here)


**

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 15017149-00 FY 2015

Acct No:
 26401817-530105-64014
 Review:
 Buyer: lpl
 Status: Released

Vendor
 COMMERCIAL APPRAISAL SERVICES, INC.
 264 NORTH MAIN ST, SUITE 2
 EAST LONGMEADOW, MA 01028
 Tel#413-650-9437

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELD.CITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/15	011922				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
001	CONTRACT#20151226 CDBG-DR DPW EXPERT APPRAISAL SERVICES.	1.00 EACH	3500.00000	3500.00
1	26401817-530105-64014		3500.00	
	Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA			

[Requisition Link](#)

Requisition Total 3500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401817-530105-64014 DISASTER RECOVERY-ECO DEV	3500.00 PROFESSIONAL SERVICES	558151.00

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	06/04/15	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Mitchell Doty	
Pending		Lindsay Hackett	
Pending		Terri Maggi	