

INVITATION FOR BID (IFB)

APPRAISAL AND REVIEW APPRAISAL SERVICES



TOWN OF LONGMEADOW
MASSACHUSETTS

March 7, 2016

LEGAL NOTICE:

INVITATION FOR BID (IFB)
APPRAISAL AND REVIEW APPRAISAL SERVICES
TOWN OF LONGMEADOW

The Town of Longmeadow is soliciting bids for appraisal and review appraisal services for a MassDOT, Transportation Improvement Project (TIP) to determine fair market value of real property. There will be two contract awards, one for the appraisal and the other for review appraisal.

Bids will be received at the Longmeadow Purchasing Department until the bid deadline of 11:00am, on Monday, March 21, 2016. Late bids will be rejected. Immediately following the bid deadline, bids received will be publicly opened in the Auditorium at the same address.

The bid packet is available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185, email: cthompson@longmeadow.org . Bid documents including addenda is also available through a link accessed at the Purchasing Department page of the Town Website www.longmeadow.org. Proposers that download documents online are encouraged to register with the Longmeadow Purchasing Department to register. Others are required to monitor the website for issued addenda. Failure to not acknowledge receipt addenda may result in a bid rejection. The procurement is subject to the provisions of MGL Chapter 30B.

The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive minor informalities, and to award the contract in the best interest of the Town.

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

The Town of Longmeadow is soliciting bids from qualified Certified General Real Estate Appraisers for appraisal and review appraisal services necessary to determine the real property fair market value of approximately 40 properties on Converse Street, Longmeadow, MA for a MassDot, Transportation Improvement Project (TIP). The properties being appraised are privately owned. Additional information is supplied in the Scope of Services section of this bid.

The bid packet is available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185, email: cthompson@longmeadow.org . Proposal documents including addenda is also available through a link accessed at the Purchasing Department page of the Town Website www.longmeadow.org. Proposers that download documents online are encouraged to register with the Longmeadow Purchasing Department. Others are required to monitor the website prior to the bid deadline for IFB updates and issued addenda. Failure to not acknowledge addenda may result in a proposal rejection.

Bids will be received at the Longmeadow Purchasing Department until the bid deadline of 11:00am, on Monday, March 21, 2016. Late bids will be rejected. Immediately following the bid deadline, bids received will be publicly opened in the Auditorium at the same address.

The bid packet is available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185, email: cthompson@longmeadow.org . Bid documents including addenda is also available through a link accessed at the Purchasing Department page of the Town Website www.longmeadow.org. Proposers that download documents online are encouraged to register with the Longmeadow Purchasing Department to register. Others are required to monitor the website for issued addenda. Failure to not acknowledge receipt addenda may result in a bid rejection. The procurement is subject to the provisions of MGL Chapter 30B.

The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive minor informalities, and to award the contract in the best interest of the Town.

A. CONTRACT TERM

Work of the Appraisal contract is to be completed within 30 calendar days of contract award. The Work of the Review Appraisal will be completed within 14 calendar days of the completion of the Appraisal contract.

In the event that the Town is in need of additional similar services required in the future, the contract can be extended for up to one year at the sole discretion of the Town. In the event the contract is extended it cannot exceed 25% of the value of the original contract and all pricing and terms and conditions of the service contracts must remain the same.

B. MINIMUM REQUIREMENTS

The contract will be awarded to the responsive and responsible bidder that meets the specified Minimum Requirements and offers the lowest bid price. Bids received that do not meet the Minimum Requirements will be rejected as non-responsive. Supporting documentation regarding the Minimum Requirements shall be submitted with the bid.

The appraiser(s) which will be performing the service must be Certified General Real Estate Appraiser(s). Supply documentation of the certification with the bid submission. A bid received from a bidder that is not able to produce or verify a valid certification will be rejected.

The appraiser shall have availability to complete the Scope of Work within the time frame required. A bidder that confirms with their bid that they do not have the availability complete the Appraisal Services within 30 calendar days of contract award will be rejected. A bidder that confirms with their bid that they do not have the availability to complete the Review Appraisal Services scope of work within 14 calendar days of receipt of the appraisal report from the Town will be rejected.

C. ADDENDA

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed, faxed, or e-mailed to all parties on record as having picked up the IFB. Proposal documents including addenda is also available through a link accessed through the Purchasing Department page of the Town Website www.longmeadow.org. Proposers that download documents online are encouraged to register with the Longmeadow Purchasing Department. Others are required to monitor the website prior to the bid deadline for IFB updates and issued addenda.

D. QUESTIONS

Questions concerning this IFB must be submitted in writing to the Longmeadow Purchasing Department: Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106. Questions can also be submitted by fax or email: Fax: 413-565-4370, cthompson@longmeadow.org. All questions must be received no later than one hundred twenty hours (5 days) before the date set herein for bid deadline. No further response or consideration will be given after the bid deadline for questions.

E. CORRECTIONS, MODIFICATIONS

A bidder may correct, modify, or withdraw a bid by written notice received by the Town, prior to the time and date set for receipt of Bids. Bid modifications must be submitted in a sealed envelope, clearly labeled "Modification No.____". Each modification must be numbered in sequence, and must reference the original IFB. After the receipt of bids, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended price are clearly evident on the face of the bid price, the mistake will be corrected to reflect the intended correct bid price. In the event that there is an interpretation issue with determining the price documented, the written words will prevail in determining the bid price.

F. RIGHT TO CANCEL OR REJECT

The Town may cancel this IFB, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

G. UNEXPECTED CLOSURE

If, at the time of the scheduled receipt of proposals, Community House is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the receipt of bids will be postponed until 11:00 am on the next normal business day. Proposals will be accepted until that date and time.

H. BID PRICING

The Town of Longmeadow expressly reserves the right to increase or decrease this estimated quantity to meet actual requirements. The Town may increase or decrease the quantities without change in price per unit of quantity. The Town will not pay for additional expenses including mileage, commuting expenses, fuel sir charges, travel expenses, lodging, tolls, administrative expenses, printing, or other expenses, charges or fees. The unit price the bidder submits in their bid is an all-inclusive price per property appraised. Conditional bid pricing will be rejected.

In the event of a discrepancy in determining the Unit Price, the written words shall prevail in establishing the unit pricing in the appraisal rate per property. .

I. WITHDRAWAL

No bidder may withdraw his/her bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the receipt thereof.

J. BID OWNERSHIP

All bids, including attachments, supplementary materials, rendering sketches, addenda, etc. shall become upon submission, the property of the Town and will not be returned to the submitting consultant.

K. RULE OF AWARD

There will be two (2) contract awards resulting from this Invitation for Bid. One award will be for Appraisal Services, and the other award will be for the Review Appraisal Services. Appraisers are encouraged to submit bid pricing for both contract awards; however, both contracts will not be awarded to the same bidder utilizing the same appraiser. Each contract will be awarded independently to the bidder that meets that Minimum Requirements and has the lowest bid price that is a Responsive and Responsible bidder. In the event that low bidder happens to be the same bidder for both the Appraisal Services and the Review Appraisal Services which is eligible for contract award, then the contract will only be awarded to the low bidder for the Appraisal Services only. The contract for the Review Appraiser Services will then be awarded to the next low bidder that is Responsive and Responsible.

Supporting Appraiser Certification documentation regarding the Minimum Requirements shall be submitted with the bid.

Respondents shall execute a Non-Collusion Declaration on the form furnished by the Town which is part of the Bid Submission Forms. The Non-Collusion form is a statutory requirement and bidders are required to complete and sign the form.

The Town reserves the right to check references to confirm the qualifications, experience and opinion as to the quality of services provided to a bidder's past clients. Any unfavorable reference checks or lack of experience may be grounds for the rejection of a bid at the sole discretion of the Town.

The successful contractor will have seven calendar days to return the completed contract from the date of issuance from the Longmeadow Purchasing Department. The Town reserves the right to award the contract to the next low bidder in the event that a contract is not received. A contract award will require that the awarded contractor provide the Town with a Certificate of Insurance naming the Town as insured for \$1,000,000 aggregate.

L. SAMPLE CONTRACT TERMS & CONDITIONS

NOTE: THERE WILL BE A SEPARATE CONTRACT FOR:

- **APPRAISAL SERVICES**
 - **REVIEW APPRAISAL SERVICES**
-

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Longmeadow, acting by and through its Town Manager and/or Select Board, hereinafter referred to as “Town”, and VENDOR with an address of ADDRESS hereinafter referred to as “Contractor”, effective as of the twenty first day of March, 2016. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: (One contract for Appraisal Services, and one separate contract for Review Appraisal Services)

.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required within 30 calendar days for the Appraisal Services, and within fourteen calendar days of receipt of the Appraisal Services reports for the Review Appraisal Services. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of \$100.00 per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract unit price of _____ per property appraisal, in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Longmeadow, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Longmeadow for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws. Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

II. SCOPE OF SERVICES

SECTION 1. GENERAL INFORMATION

The Town of Longmeadow, herein referred to as "The Town", is seeking bids from qualified Certified General Real Estate Appraiser(s), for appraisal and review appraisal services necessary to determine the real property fair market value of approximately 40 properties on Converse Street, Longmeadow, MA. for a Mass DOT, Transportation Improvement Project. The properties that are being appraised are privately owned.

The purpose of the appraisals is to estimate the loss in value to properties that will result from proposed transportation related construction improvements to Converse Street by the Town of Longmeadow. As part of the construction effort, sidewalks and accessible ramps will be installed (where they do not already exist) along Converse Street. These new sidewalks and ramps are in close proximities to private property and temporary easements will be required during construction.

The sites should be appraised as is and as highest and best use. As a recipient of federal funding, the Town and the selected Appraiser(s) is required to comply with: the Federal Highway Administration's 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (Uniform Act), the MassDOT's Local Public Agency Appraisal (LPA) Function Job Aid Guide and the U.S. Department of Transportation Federal Highway Administration's "Acquisition – Acquiring Federal and Federal-Aid Programs and Projects" manual, published June 2005, or as amended.

SECTION 2. SPECIFICATIONS AND REQUIREMENTS

Appraisal Services:

2.1 Appraisers must be familiar and conduct appraisal work in accordance with:

- a. The MassDOT, LPA Function Job Aid;
- b. The U.S. Department of Transportation Federal Highway Administration's "Acquisition–Acquiring Federal and Federal-Aid Programs and Projects" manual, published June 2005, or as amended;
- c. The Uniform Relocation Assistance and real Property Acquisition Policies;
- d. 49 CFR part 24;
- e. The Uniform Act Guide;
- f. FTA Circular 5010 ID http://www.fta.dot.gov/documents/C_5010_ID_Finalpub.pdf (including the scope of work found in the appendix)

2.2 Scope of work

The Appraiser agrees to perform the following services:

A. Appraisals

Appraise the parcels comprising the real property described in 'Exhibit A' of this Agreement and prepare and deliver to the Town, in writing, as soon as possible after execution of this Agreement, but in no event later than 30 days from the execution of this Agreement, a figure representative of the total appraised fair market value/loss of value caused by each easement. The Appraiser shall prepare and deliver to the Town, on or before April 15, 2016, a summary data book and Value Finding Exhibit for each property, in two (2) original copies conforming to the provisions of this Agreement as well as an electronic version in PDF format.

B. 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. The Town requires that a copy of the notice be provided to its DPW Director (Mario Mazza, 31 Pondsides Dr. Longmeadow, MA 01106). 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.

C. 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.

D. Testimony in Judicial Proceedings

Cooperate and testify as an expert witness on behalf of the Town 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 Town, 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.

E. Modification of Delivered Appraisal Reports.

Modify or furnish supplements to any appraisal report furnished hereunder, without additional cost to the Town, 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 Town, or (c) the Appraiser receives or becomes aware of relevant additional appraisal information 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 Town, furnish the Town a supplementary report updating his valuation and the supporting data and analyses to a 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 fire, a revised determination of the boundaries or the interest to be acquired, or other cause, the Appraiser shall, if required by the Town, furnish the Town a supplementary report updating the valuation and the supporting date and analyses to a current date.

F. Reservations in Owners.

Furnish the Town 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 Town 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 Town.

G. 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 Town or until the property is acquired by the Town or its proposed acquisition of the property is abandoned, whichever is the later.

H. Consultation with Town.

Advise and consult with the Town's Legal Counsel regarding services performed and to be performed by the Appraiser and the real property acquisition aspects of the Town'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 Town. 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.

2.3 Contents of Appraisal Reports.

The appraisal report or reports to be furnished by the Appraiser to the Town 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 below. A separate report shall be submitted for each parcel as defined in Section 2 and attachment 1. However, if the Appraiser is to appraise several parcels in the same general area, he may also prepare and submit a separate overall report and data volume and use it as a data source and reference in the separate appraisal reports on the individual parcels. 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:

A. Appraisal Summary.

A cover sheet headed "Appraisal Report for the Town Of Longmeadow", which may be a printed form, completed to provide the following:

1. Project name and number.
2. Date of the report.
3. Parcel number, address of the property, brief identification of the easement/interest in the property appraised, and the name of the owner or owners.
4. 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 Section 2 of this Agreement, and any further explanation deemed appropriate.
5. Any other fact or conclusion from the Appraiser's report which the Town requests the Appraiser to include on the summary page.
6. 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 Town 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 Town.
7. 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.
8. The signature of the Appraiser.

B. 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 section 2, subsection C, hereof.

C. 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 to be appraised and acquired either separately ~~13~~

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.

D. 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 Town and defer completion of the appraisal until the question is resolved.

E. 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 Section 2, subsection F, hereof. The property analysis shall be submitted to, and be approved by, the Town before completing the appraisal and, as approved by the Town, shall be included as an exhibit in the Appraiser's report.

F. Property Analysis

A property analysis when required in accordance with Section 2, subsection E, 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:

1. Ownership

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

2. Type of Property

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

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

G. 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) a description of¹³

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.

H. 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.

I. 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 Section 2.3, subsection D hereof.

J. Property Valuation and Appraisal Analysis

The opinion of the Appraiser as to the fair market value of the property before and after the taking/easement. 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:

1. An analysis of the property as identified and described in accordance with the preceding paragraphs of Section 2.3 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.
2. Evaluation of information with respect to previous sales of the property appraised and any recent offers of the owner to sell the property.
3. 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.

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

5. 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.

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

7. 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.

K. Land Value

The opinion of the Appraiser as to the fair market value of the property after the taking. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of the Appraiser as to its highest and best use, and the Appraiser's analysis of the evidences of value and of the use potential by which he reached his conclusions as to the highest and best use and the land value.

L. Additional Findings in Certain Cases

Additional conclusions, if applicable, as follows:

1. 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 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.
2. 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 interests involved shall be appraised separately.

3. Tenant-Owned Improvements. If any buildings, structures, fixtures, or other improvements, comprising part of the property appraised are identified, as provided in Section 2, subsection E, of this Agreement, 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.

4. 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.

M. Date of Valuation

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

2.4 Review Appraisal Services:

Review Appraisal reports are to be prepared according to the requirements of Section 24.103 and Section 24.104 of the Uniform Act. Tasks within these requirements include, but are not limited to:

- a. The review appraiser will be asked to examine the presentation and analysis of market information provided by the appraisal to determine if:
 1. it meets the MassDOT, LPA Function Job Aid
 2. it meets the definition of an appraisal found in 49 CFR 24.2 (a) (3)
 3. it meets the appraisal requirements found in 49 CFR 24.103 and
 4. the appraisal supports the appraiser's opinion of value.
 5. it follows the U.S. Department of Transportation Federal Highway Administration's "Acquisition – Acquiring Federal and Federal-Aid Programs and Projects" manual, published June 2005,
- b. Additionally, the review appraiser must conclude one of the three options regarding the appraisal:
 1. recommend the appraisal as the basis for just compensation,
 2. accept the report as technically accurate, but not the basis for just compensation
 3. not accept the report.
- c. If the review appraiser advises not to accept the report of the appraiser, then he/she shall recommend another appraisal be obtained.

2.5 Additional Requirements

Appraisers and Review Appraisers must be certified and hold all appropriate licenses required by the Commonwealth of Massachusetts. Appraisers and Review Appraisers must not only be familiar with 49 CFR Part 24, but they should be familiar with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA). Also, certified appraisers must be knowledgeable and bound by the ethic provisions of the Uniform Standards of Professional Appraisal Practice.

2.6 TIME OF PERFORMANCE

It is projected that the appraisal review report will be submitted within 30 days of receipt of bid award. The review report will be submitted within 14 days of receipt of all necessary information and feedback¹⁶ from the appraiser.

SECTION 3. STANDARD TERMS AND CONDITIONS

3.1 Invoicing

The Town will only pay by original invoice. The Town will not authorize and does not participate in funding payments to a contractor prior to the incurrence of costs. Progress payments may be authorized provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract
- When progress payments are used, the Town must obtain title to property (materials, equipment, etc.) for which progress payments are made

3.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts MGL 30B and proper venue for legal action regarding the Contract shall be the Town.

3.3 Taxes, Charges and Extras

The Town is exempt from all federal excise taxes, including tax on transportation and Massachusetts's sales tax. Price(s) quoted to the Town shall not include said taxes. Upon request the Town will furnish the Contractor with a tax exemption certificate.

No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the Town unless expressly included and itemized in the bid. Any permits that will be issued from the Town of Longmeadow building department will be supplied at no charge.

3.4 Warranty

Bidder warrants to the Town that the goods and/or services covered by this order will conform to the drawings, specifications, samples, descriptions and time provisions furnished by Town and will be of first class material and workmanship and free from defects; and Town reserves the right to cancel the unfilled portion of this order without liability to Bidder for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the Town; risk of loss before acceptance shall be on Bidder. Defective goods rejected by the Town, may without prejudice to any other legal remedy, be held at Bidder's risk and returned to Bidder at Bidder's expense. Defects are not waived by acceptance of goods nor by failure to notify Bidder thereof.

SECTION 4. PARCEL PROPERTIES TO BE APPRAISED

List of property addresses involved with Appraisal Services and Review Appraiser Services. Also reference the plans supplied with 'Exhibit A' for further detail.

<u>Address</u>	<u>Parcel ID:</u>	<u>Book:</u>	<u>Page:</u>
34 ETON ROAD	282/6/2	15344	174
33 ETON ROAD	282/39/2	15312	159
28 RUGBY ROAD	627/3/2	5633	96
29 RUGBY ROAD	627/27/2	18083	80
15 SILVER BIRCH ROAD	654/27/63	18651	293
1121 CONVERSE STREET	177/362/64	10131	328
94 CHURCHILL DRIVE	148/13/35	13025	554
198 CONVERSE STREET	177/72/2	19396	485
214 CONVERSE STREET	177/75/2	11039	554
56 ETON ROAD	282/9/7	10288	154
57 ETON ROAD	282/42/7	19397	244
289 CONVERSE STREET	177/213/7	4616	177
53 RUGBY ROAD	627/30/7	11271	255
134 NORMANDY ROAD	528/15/4	13948	184
129 NORMANDY ROAD	528/30/4	16279	516
323 CONVERSE STREET	177/216/7	19021	524
341 CONVERSE STREET	177/219/58	18694	138
384 CONVERSE STREET	177/102/4	18776	1
CONVERSE STREET	177/33/4		
383 CONVERSE STREET	177/228/58	5372	291
405 CONVERSE STREET	177/231/58	17298	408
457 CONVERSE STREET	177/246/47	17756	49
477 CONVERSE STREET	177/249/47	16049	12
8 ALTHEA DRIVE	10/3/1964	5137	159
770 CONVERSE STREET	177/28/36	7929	580
759 CONVERSE STREET	177/312/64	17838	107
771 CONVERSE STREET	177/315/64	11119	92
785 CONVERSE STREET	177/318/64	12788	280
795 CONVERSE STREET	177/321/64	18424	104
807 CONVERSE STREET	177/324/64	8975	379
69 REDFERN DRIVE	594/48/64	4797	304
831 CONVERSE STREET	177/133/64	5520	72
861 CONVERSE STREET	177/330/64	10870	566
897 CONVERSE STREET	177/339/64	18831	323
13 BURNS MEADOW	683/1/64/A	17497	201
971 CONVERSE STREET	177/354/64	7523	517
18 SILVER BIRCH ROAD	654/3/63	19618	417
15 WILLIAMSBURG LANE	781/108/35	9656	299
8 WILLIAMSBURG LANE	781/105/35	17950	309
1184 CONVERSE STREET	177/30/35/A	Null	Null

BID SUBMISSION FORMS (Pg.1 of 3)
IFB: APPRAISAL & REVIEW APPRAISAL SERVICES
TOWN OF LONGMEADOW, MA

BIDDER NAME: _____

BID FOR APPRAISAL SERVICES:

The average price per parcel property for Appraisal Services. The bidder shall provide a single unit price which will be billed for each property to be appraised. Conditional Pricing will be rejected. The attached addresses are to be included however there may be some fluctuation in properties to be assessed, it may be more or less but the unit pricing submitted by the bidder will still be applicable to this bid and contract that originates out of this bid.

UNIT PRICE PER PARCEL PROPERTY FOR APPRAISAL SERVICES: \$_____ EACH

_____ DOLLARS EACH

(Unit price per property for appraisal services)

MINIMUM REQUIREMENTS:

The bidder must be a Certified General Real Estate Appraiser. Have you supplied documentation of the certification with your bid?

YES_____, NO_____

REFERENCES:

Work experience, performance, availability, and demonstrated ability to successfully complete the Scope of Work will be taken into account as part of this contract award. In the event that the Town receives a non-favorable reference or the bidder lacks experience it may be grounds for the rejection of a bid at the sole discretion of the Town. Provide information on related appraisal projects completed.

<u>Organization Name</u>	<u>Contact</u>	<u>Phone Number</u>
---------------------------------	-----------------------	----------------------------

--	--	--

Description of Appraisal Project: _____

<u>Organization Name</u>	<u>Contact</u>	<u>Phone Number</u>
---------------------------------	-----------------------	----------------------------

--	--	--

Description of Appraisal Project: _____

<u>Organization Name</u>	<u>Contact</u>	<u>Phone Number</u>
---------------------------------	-----------------------	----------------------------

--	--	--

Description of Appraisal Project: _____

BID SUBMISSION FORMS (Pg. 2 of 3)
IFB: APPRAISAL & REVIEW APPRAISAL SERVICES
TOWN OF LONGMEADOW, MA

BIDDER NAME: _____

BID FOR REVIEW APPRAISAL SERVICES:

The average price per parcel property for Review Appraisal Services. The bidder shall provide a single unit price which will be billed for each property to be appraised for the review appraisal. Conditional Pricing will be rejected. The attached addresses are to be included however there may be some fluctuation in properties to be assessed, it may be more or less but the unit pricing submitted by the bidder will still be applicable to this bid and contract that originates out of this bid.

**UNIT PRICE PER PARCEL PROPERTY
FOR REVIEW APPRAISAL SERVICES: \$ _____ EACH**

_____ DOLLARS EACH
(Unit price per property for review appraisal services)

AVAILABILITY MINIMUM REQUIREMENT:

The bidder must have availability to complete the Scope of Work for the Appraisal Services within 30 calendar days of the contract award. Does the bidder have the availability to complete the Scope of Work within 30 calendar days?

YES _____, NO _____

The bidder must have availability to complete the Scope of Work for the Review Appraisal Services within 14 calendar days of the receipt of the appraisal reports from the Town. Confirm, does the bidder have the availability to complete the Scope of Work within 14 calendar days?

YES _____, NO _____

ADDENDUM: The bidder acknowledges receipt of the following addenda: _____, _____, _____

BID SUBMISSION FORMS (Pg. 3 of 3)
IFB: APPRAISAL & REVIEW APPRAISAL SERVICES
TOWN OF LONGMEADOW, MA

BIDDER INFORMATION:

Company Name: _____

Contact/Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

CERTIFICATE OF NON-COLLUSION: MANDATORY FORM

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting proposal/contract

Date

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

EXHIBIT A:

Massachusetts Department of Transportation
Highway Division

Plan and Profile of
Resurfacing, Micro Milling & Related Work on
Converse Street from Laurel Street to Dwight Road

Total Plan Sheets= 17 Pages