

**INVITATION FOR BIDS -APPRAISAL SERVICES
ATLANTIC AVENUE REHABILITATION & IMPROVEMENT PROJECT
TOWN OF HULL, MASSACHUSETTS**

Deadline to Submit Bid: February 8, 2021, at 3:00 P.M.

The Town of Hull ("Town" is soliciting sealed bids from appraisers who meet Massachusetts Department of Transportation (MassDOT) qualifications and are State certified or licensed for appraisal services in connection with the following project (the "IFB"):

DESCRIPTION OF PROJECT

Briefly, the Atlantic Avenue Rehabilitation & Improvement Project (the "Project") in Hull, Massachusetts will involve rehabilitation, improvements and reconstruction of Atlantic Avenue from Nantasket Avenue to the end of Atlantic Avenue in Hull (at the Cohasset line. The work will include pavement reconstruction and resurfacing, new sidewalks, wheelchair ramps, curb extensions, and streetscape elements.

As part of this project, primary appraisal services and review appraisal services will be required for acquisition of temporary construction easements and permanent easements as well as any takings in fee in connection with the Project to be acquired by the Town by gift, purchase, eminent domain or otherwise.

Qualified appraisers are invited to submit bids on (1) primary appraisal services, (2) review appraisal services, or (3) both primary and review appraisal services.

Due to the number of potential properties involved, bidders are encouraged to submit a consortium or group bid.

SCOPE OF SERVICES

1. The Appraisal Services fully described in **Attachment A** to this IFB.
2. The parcels for which Appraisal Services are required are identified in **Attachment B** to this IFB.
3. Responsibilities will include, but are not limited to, the following:
 - Attend pre-appraisal meetings with the Town and MassDOT, if necessary
 - Invite owner to property inspection

- Conduct physical inspection of property
 - Conduct data collection and analysis
 - Determine highest and best use
 - Prepare land/site valuation
 - Consider three approaches to value
 - Conduct reconciliation
 - If applicable, respond to questions/comments from review appraiser
 - Submit correction to appraisal reports
 - Disclose any prior involvement with the subject property in the last three years
 - And any other work reasonably and typically involved in such a Project as may be assigned by the Town.
4. Bidders shall submit one copy of its bid in a sealed envelope, clearly marked on its face with the bidder's name and address and the bid title: "ATLANTIC AVENUE PROJECT- APPRAISAL SERVICES- [AND SPECIFY IF PRIMARY APPRAISAL SERVICES, REVIEW APPRAISAL SERVICES OR PRIMARY AND REVIEW APPRAISAL SERVICES]". Bids must be received in the Town of Hull Town Manager's Office having an address of Town Hall, 253 Atlantic Avenue, Hull, MA 02045, , prior to the submission deadline. The Town shall not be responsible for the inadvertent opening of any bid not appropriately identified as required prior to the submission deadline. The bidder shall be solely responsible for the timely delivery of its bid. Bids shall be submitted on the Bid Form attached to this IFB as **Attachment C**. The Bid Form must be signed as follows: **1)** if the bidder is an individual, by him/her personally; **2)** if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and **3)** if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to the Certificate of Vote included in this IFB.
5. The Town reserves the right to cancel this IFB, or to reject in whole or in part any and all bids, and/or waive any informalities or irregularities, if it is determined to be in the best interests of the Town to do so. The Town further reserves the right to award one or more contracts under this IFB to the lowest bid by a responsive and responsible bidder in order to provide the most economical pricing structure and to meet the needs of the Town and Project.
6. A bidder may correct, modify, or withdraw a previously submitted bid by written notice received to and received by the Town Manager's Office at the address indicated above prior to the time and date for the opening of bids. Bid

END OF ADDENDUM 1

modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title **"Atlantic Avenue Project IFB - Modification No._"**.

7. After the bid opening, 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 may be waived or the bidder may be permitted to correct them. If a mistake and the intended bid are clearly evident on the face of the Bid Form, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw its bid if a mistake is clearly evident on the face of the Bid Form, but the intended correct bid is not similarly evident.
8. The contract will be awarded within thirty (30) days after the bid opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. All bid prices submitted in response to this IFB must remain firm for thirty (30) days following bid opening, and for any extension of the time for award of the contract as provided above.
9. The submission of a bid will be construed to mean that the respondent is fully informed as to the extent and character of the services and deliverables required and a representation that the respondent can furnish the services and deliverables satisfactorily in complete compliance with this IFB.
10. Questions concerning this IFB should be directed to the Town, Attn: Philip E. Lemnios, Town Manager, in writing, via email to plemnios@town.hull.ma.us no later than February 8, 2021 by 12:00 noon pm. No questions will be considered, or interpretations issued, unless such request is received by the contact person above within the specified time-period. All questions of a substantive nature shall be provided as an addendum to this IFB to all potential respondents.
11. Each bid submission shall contain the Bid Form (**Attachment C**), a Certificate of Non-Collusion (**Attachment D**), a Tax Compliance Certificate (**Attachment E**) and a Certificate of Corporate Authority (corporate bidders only) (**Attachment F**).
12. If any changes are made to this IFB an addendum will be sent to all Bidders on record as having received the IFB by e-mail. All potential respondents should ensure that the Town has their

END OF ADDENDUM I

accurate contact information to ensure that they receive any addenda to this IFB or any other notices. All addenda must be acknowledged on respondent's quote. Failure to do so may, at the Town's discretion, result in automatic rejection of bid.

13. The successful bidder shall obtain and maintain during the term of the contract Workers' Compensation insurance as required by the laws of the Commonwealth of Massachusetts. The successful bidder shall also provide General Liability insurance for personal injury, including death, in an amount not less than \$1,000,000 per occurrence and property damage coverage of not less than \$500,000 per occurrence, or \$1,000,000 in the aggregate, and an umbrella or excess liability coverage in the amount of \$2,000,000.00. In addition, the appraiser shall provide automobile liability coverage, including owned or leased vehicles, for claims for bodily injury and property damage with coverage limits of at least \$1,000,000/\$500,000 or \$1,000,000 in the aggregate. The appraiser shall also carry professional liability coverage in an amount not less than \$1,000,000. All insurers providing coverage pursuant to the contract shall be companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation of coverage. Certificates evidencing all such coverages shall be provided to the Town on or before the execution of the contract. Each such certificate shall specifically refer to the contract and shall state that such insurance is as required by the contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination at the discretion of the Town. At the discretion of the TOWN, insurance requirements may be changed upon request.

SUBMISSION REQUIREMENTS

A complete bid package must be submitted to Philip E. Lemnios, Town Manager, at Town Hall, 253 Atlantic Avenue, Hull, MA 02045, on or before **February 8, 2021 , at 3:00 P.M.** and will consist of the following:

1. A completed Bid Form (Attachment "C");
 2. A signed Certificate of Non-Collusion (Attachment "D");
 3. A signed Certificate of Tax Compliance (Attachment "E");
 4. A signed Certificate of Corporate Authority (corporate bidders only) (Attachment "F");
- END OF ADDENDUM 1

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5. Evidence that the appraiser meets MassDOT qualifications and is State certified or licensed;
 6. A signed Summary of Qualifications, including education, credentials, and court testimony experience;
 7. Evidence of insurance; and,
 8. List of clients for whom comparable services have been provided within the past five (5) years with address, phone number, and name of contact person.

Submissions must be sealed and sent or delivered to the above location clearly marked **"ATLANTIC AVENUE PROJECT- APPRAISAL SERVICES- [AND SPECIFY IF PRIMARY APPRAISAL SERVICES, REVIEW APPRAISAL SERVICES OR PRIMARY AND REVIEW APPRAISAL SERVICES]"**.

Respondents must submit all forms/documentation set forth above to the satisfaction of the Town, and clearly demonstrate adequate similar prior experience consistent with the work set forth herein in order to warrant further consideration.

RULE FOR AWARD

The contract will be awarded to the respondent or respondents deemed by the awarding authority to be the responsible and responsive bidder offering the best price in accordance with G.L. c.30B.

SPECIAL NOTICE- DUE TO THE NUMBER OF PROPERTIES LIKELY TO REQUIRE APPRAISALS, THE TOWN WILL ACCEPT BIDS FROM CONSORTIUMS OR GROUPS OF BIDDERS; SUCH BIDS MUST CLEARLY DESCRIBE THAT IT IS BEING SUBMITTED BY A CONSORTIUM OR GROUP OF BIDDERS AND INDICATE ALL MEMBERS OF THE CONSORTIUM OR GROUP, IDENTIFYING WHO WILL BE THE CONTROL AND CONTACT PERSON. SIMILARLY, THE TOWN MAY IN ITS DISCRETION AWARD MORE THAN ONE CONTRACT.

ADDITIONAL TERMS AND CONDITIONS

1. The selected respondent will be required to execute an agreement with the Town in the form attached hereto as "Attachment G"
2. The information provided in this IFB is provided for informational purposes from the best sources available to the Town, and no information herein is guaranteed. All costs incurred by respondents in responding to this IFB

END OF ADDENDUM 1

shall be the sole responsibility of the respondent.

3. The Town reserves the right to waive informalities, and to reject all quotes if it is in the Town's best interest.

END OF ADDENDUM 1

Attachment A

Atlantic Avenue Project- Appraisal Services

Scope of Services

- Attend pre-appraisal meetings with the Town and MassDOT, if necessary
- Invite owner to property inspection
- Conduct physical inspection of property
- Conduct data collection and analysis
- Determine highest and best use
- Prepare land/site valuation
- Consider three approaches to value
- Conduct reconciliation
- If applicable, respond to questions/comments from review appraiser
- Submit correction to appraisal reports
- Disclose any prior involvement with the subject property in the last three years
- And any other work reasonably and typically involved in such a Project as may be assigned by the Town.

Attachment B

Atlantic Avenue Project- Appraisal Services

Properties to be Appraised

Due to the size of the plans, see separate attached of Preliminary Right of Way Plans.

Attachment C

Atlantic Avenue Project- Appraisal Services

Appraisal Services Bid Form

TO: The Town of Hull

Having read the bid invitation and accompanying conditions and agreeing to comply fully with them, the undersigned submits this bid for the Atlantic Avenue Project:

(1) Amount Quoted for Primary Appraisal Services: _ _ \$ _ _ _ _ _
(Please attach detail)

SUBTOTAL: _____

(2) Amount Quoted for Review Appraisal Services: \$ _ _ _ _ _
(Please attach detail)

SUBTOTAL: _____

TOTAL: _ _ _ _ _

(Award based on lowest total of Primary & Review Appraisals)

This bid includes the following Addenda, receipt of which is acknowledged:

The undersigned hereby certifies that he/she/it/they is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she/it/they will comply fully with all laws and regulations applicable to awards made subject to G.L. Chapter 30B.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the undersigned is not presently debarred from doing public work in the Commonwealth of Massachusetts under the provisions of Section 29F of M.G.L. Chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the owner-contractor agreement in the form presented by the Town of Hull.

This bid must bear the signature of the BIDDER or authorized agent of the BIDDER. If the BIDDER is a corporation or partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

Authorized Signature _____ **Date:** _____

Name and Title: _____

Name of Firm: _____

Address: _____

Telephone Number: _____

FAX: _____

E-Mail Address: _____

Federal Tax I.D. Number: _____

(SEAL - If bid is by a corporation)

ATTEST

END OF ADDENDUM 1

Attachment "D"

Atlantic Avenue Project- Appraisal Services

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal 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 signing the bid)

(Name of Business)

Attachment "E"
Atlantic Avenue Project - Appraisal Services
Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

authorized signatory for _____

do hereby certify under the pains and penalties of perjury that said Vendor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Vendor

By : _____
(Signature of Authorized Representative)

Name of Signatory _____

Title: _____

Date: _____ 2021

Attachment "F"

Atlantic Avenue Project - Appraisal Services Certificate of Corporate Authority

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

Held on _____

(Date)

it was VOTED that:

(Name)

(Office)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____,

that _____ is the duly elected

_____ of said corporation, and that the

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

END OF ADDENDUM 1

CORPORATE SEAL:

END OF ADDENDUM 1

Attachment "G"
Atlantic Avenue Project - Appraisal Services
AGREEMENT FOR APPRAISAL SERVICE

AGREEMENT FOR APPRAISAL SERVICES

BY AND BETWEEN

TOWN/ OF HULL

AND

[NAME OF APPRAISER]

THIS AGREEMENT, was made as of the _____ day of _____ 2021 by and between the Town of Hull Massachusetts (hereinafter referred as the TOWN/), having a usual place of business at Municipal Building, 253 Atlantic Avenue, Hull, MA 02045 and _____ hereinafter referred to as the APPRAISER), having a usual place of business at _____.

WITNESSETH THAT:

WHEREAS, the TOWN wishes to undertake a Program described as **Appraisals of easements and fee interests in property related to the Atlantic Avenue Rehabilitation Project** (hereinafter "Program") and has requested proposals from Appraisers as set forth in Attachment A; and

WHEREAS, professional services relating to Appraisal services for the Program are sought, and

WHEREAS the APPRAISER has presented itself as qualified and capable to perform the required services for said assignment, has submitted its proposal as set forth in Attachment B and is willing to accept and perform said assignment;

NOW, THEREFORE, THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

1. ENGAGEMENT OF APPRAISER: The TOWN hereby engages the APPRAISER to perform the services set forth herein and the APPRAISER hereby accepts the engagement. The APPRAISER represents that it has made a careful and thorough study of the Program and project site and is familiar with same and understands same and the conditions of the project site.

The APPRAISER has and will continue make reasonable investigation of all employees, subcontractors and other parties to be utilized in the performance of work under this Contract to determine and ensure that they possess the skill, knowledge and experience necessary to enable them to properly perform the services required. Nothing in this Contract shall relieve the APPRAISER of its prime and sole responsibility for the proper performance of the work under this Contract and the APPRAISER shall remain liable for all work performed by itself or any subcontractor or other person performing services under the authority of the APPRAISER. The APPRAISER shall only employ and permit employees and others who are competent to perform the work.

2. SCOPE OF SERVICES: The APPRAISER shall perform the necessary services as described in the approved proposal to the TOWN which is incorporated by reference herein as Attachment A.

END OF ADDENDUM 1

3. RESPONSIBILITY OF THE TOWN: The TOWN shall assume responsibility for assisting the APPRAISER insofar as possible for the purpose of efficiency and furnishing the APPRAISER with information needed to satisfactorily complete the services.

3.1 The TOWN/ shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN/ 'S representative is _____.

4 REPORTING: The APPRAISER will submit written reports to the TOWN on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of the project.

<u>Quarterly Reports</u>	<u>Quarter Ending</u>	<u>Due Date</u>
No. 1		
No. 2		
No. 3		
No. 4		
No. 5		
No. 6		

5. SUBCONTRACTS: No subcontracts may be awarded by the APPRAISER the purpose of which is to fulfill in whole or in part the services required of the APPRAISER, without prior written approval of the TOWN and any other applicable agencies.

6. TIME OF PERFORMANCE: The services of the APPRAISER are to commence on or about _____ and shall be undertaken and completed in sequence as to assure their expeditious completion by _____. Time is of the essence.

7. COMPENSATION: [This section will be adjusted based on the bid selected.] The TOWN will pay the APPRAISER a total fee in amount not to exceed _____ **Thousand Dollars** (\$ _____), with no reimbursements for out-of-pocket expenses, based on approved invoices submitted in the approved form and according to the "Method and Schedule of Compensation," found as Attachment C. The APPRAISER shall submit invoices with supporting documentation to the Town for costs incurred. The Town will endeavor to return any disapproved invoice to the APPRAISER within twenty (20) days of receipt, with a written explanation for the rejection of the invoice. The Town agrees to make all reasonable efforts to process payments within thirty (30) days of approval of invoice in accordance with applicable rules and regulations. There shall be no further costs, fees or reimbursable charges due the APPRAISER under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any. Final payment including any unpaid balance of the APPRAISER'S compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted and following submission of the final invoice.

7.1 Reimbursement. In no event shall the APPRAISER be reimbursed for holidays, sick days or time other than that spent providing services. APPRAISER shall be reimbursed for those expenses only as stated in the Budget. Any expenses claimed by the APPRAISER for which there is no supporting documentation shall be disallowed. If the Town determines that the APPRAISER received payments not authorized under this Contract, The APPRAISER shall reimburse the Town upon demand.

8. GENERAL PROVISIONS: END OF ADDENDUM 1

8.1 RETENTION OF RECORDS: The APPRAISER shall maintain those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the project and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The APPRAISER shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The APPRAISER shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the TOWN, and the appropriate state and federal authorities which may seek to review said records. Such authorities shall have the right at reasonable times and upon reasonable notice, to examine the books, records, and other compilation of data of the APPRAISER which pertain to the performance of the provisions and requirements of this Agreement.

8.3 OWNERSHIP OF STUDY AND DOCUMENTS: All documents and data prepared and obtained by the APPRAISER under this contract, together with all materials and data furnished to the APPRAISER by the Town under the provisions and scope of the work under this contract shall be returned to the Town upon completion of the terms of this contract (or upon termination of said contract) as being the property of the Town. All inventions and designs derived or generated from the work performed under this contract shall also be the property of the Town. The APPRAISER acknowledges that he has been informed that some of the documents he and his associates will come into contact with during the course of this study may be confidential or otherwise of the nature which are maintained by the Town in confidence. APPRAISER shall not in any way disclose said documents or the existence of same, without the prior written permission of the Town unless mandated by law.

8.4 SUSPENSION AND TERMINATION. This Contract may be suspended and/or terminated under the following conditions:

a. Suspension and Termination for Convenience. Notwithstanding any other provision of this Contract, the TOWN reserve the right at any time in its absolute discretion to suspend or terminate this Contract in whole or in part for its convenience upon written notice to the APPRAISER. If any portion of this Contract so suspended is not recommenced by written notice of the TOWN (or its agent(s)) within the time period specified in the written notice of suspension if such a time period is specified, or in a subsequent notice, the suspended portion of this Contract may be terminated as to that portion for the convenience of the TOWN in accordance with this provision upon further notice from the TOWN. The TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay approved reimbursable expenses and an equitable adjustment of the contract price based upon the work performed to the date of termination, as provided for herein, accruing through and including the date of termination which obligation shall not exceed the limits established under this agreement for the entire study.

b. Termination for Cause. If, in the opinion of the TOWN, the APPRAISER fails to fulfill its obligations, the TOWN may terminate this Contract by giving written notice to the APPRAISER at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may, if the TOWN so chooses, state a period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the TOWN. In the event of a termination for cause, the APPRAISER shall not be entitled to any further payment. If the total of the expense reasonably incurred by the TOWN of completing the services exceeds the unpaid balance of any amounts due under this Contract, the APPRAISER shall pay the deficiencies to the TOWN upon demand, and such

END OF ADDENDUM 1

payment shall not constitute a waiver of any other rights of the TOWN. This Contract may be terminated immediately in the event of fraud or program abuse.

c. Termination of Services. Upon receipt of any such notice of suspension or termination, the APPRAISER shall: (a) immediately discontinue all services affected (unless the notice directs otherwise); and (b) if and when terminated (and upon completion of this project) deliver to the TOWN all data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the APPRAISER in performing this contract, whether completed or in progress, unless otherwise directed.

d. Invalid Termination. If after the notice of termination for cause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the TOWN. In such event, adjustment shall be made as provided in this clause.

e. Town's Right of Recovery. Any termination or suspension of this Contract shall not impair the right of the TOWN to recover damages occasioned by the fault of the APPRAISER. Any suspension shall not limit the right of the TOWN to terminate.

8.5 AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from any other applicable authorities prior to its effective date.

8.6 NON-DISCRIMINATION: To the extent applicable, the APPRAISER shall adhere to the requirements of any and all applicable laws, rules and regulations, including but not limited to those set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

The APPRAISER shall not discriminate against any employee or applicant for employment because of race, age, ancestry, color, religion, sex, handicap, sexual orientation, gender identity or national origin or any other classification covered by applicable federal, state or local laws. The APPRAISER shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, age, ancestry, color, religion, sex, handicap, sexual orientation, gender identity or national origin or any other classification covered by applicable federal, state or local laws. 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 shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The APPRAISER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, gender identity or national origin or any other classification covered by applicable federal, state or local laws.

8.7 PROCUREMENT STANDARDS: To the extent applicable for this Project, the APPRAISER shall adhere to the requirements of all federal, state and local procurement laws, rules and regulations.

8.8 EQUAL EMPLOYMENT OPPORTUNITY: To the extent applicable for this project, APPRAISER shall adhere to the requirements of all federal, state and local labor and employment laws, rules and regulations.

END OF ADDENDUM 1

8.9 **EMPLOYMENT OPPORTUNITIES:** To the extent applicable for this project, the APPRAISER shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.10 **FAIR HOUSING:** To the extent applicable for this project, in addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the APPRAISER shall adhere to the provisions of State Executive Orders 215 and 227.

8.11 **LABOR STANDARDS:** To the extent applicable for this project, the APPRAISER shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the APPRAISER shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.12 **CONFLICT OF INTEREST:** The APPRAISER shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, G.L. c. 268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq, and any other law, rule, or regulation pertaining to conflicts of interest.

8.13 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** To the extent applicable, all activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN'S Grant Agreement with Mass. CDBG and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, 2 CFR Part 200, all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the certification of the availability of sufficient funds by the Town Accountant. Should said work extend beyond the fiscal year it is subject to the continued availability of funds.

10. **INDEMNIFICATION:** To the fullest extent permissible by law, the APPRAISER agrees to indemnify, defend, and save harmless the TOWN and each of their elected or appointed officers, employees and agents from and with respect to any claims, demands, suits, liabilities, losses and expenses, made against and/or incurred by the TOWN in connection with the work under this contract. The obligations of indemnification under the contract shall not be construed to negate or abridge any other obligation of indemnification running to the TOWN which would otherwise exist. . The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint. The extent of this agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy pursuant to this contract. This obligation will survive any expiration or termination of this contract. The obligations under this clause shall include being responsible for the actual notification of any person or entity or other required actions as may be required under G.L. c. 93H and c. 93I, any other state or federal law and the applicable regulations thereunder pertaining to privacy rights or reimbursing the TOWN for any costs associated therewith they may incur.

END OF ADDENDUM 1

11. INSURANCE. [At the discretion of the TOWN, insurance requirements may be changed upon request.]

11.1 General: The APPRAISER shall provide and maintain at its own expense until the completion and acceptance of its services under this Contract, the following minimum insurances and limits. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the APPRAISER'S responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the TOWN from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

11.2 Workmen's Compensation and Liability Insurance. Workmen's Compensation Insurance, including Employer's Liability Insurance in accordance with the laws of the State in which the APPRAISER may be required to pay compensation. Public Liability Insurance, with an individual limit of at least \$1,000,000.00 and a total limit for any one accident of at least \$2,000,000.00. Property Damage Liability Insurance, with a limit for each accident of at least \$500,000.00 and a total limit of liability for all accidents of at least \$1,000,000.00. APPRAISER shall also maintain an umbrella liability policy of at least \$1,000,000.00. Automobile Bodily Injury and Property Damage Liability, with an individual limit of at least \$1,000,000.00/\$500,000.00 and a total limit for any one accident of at least \$1,000,000.00, unless included in other insurance provided under this contract. Included in the insurance requirements shall be any additional insurance specified in the Request for Bids/Proposals.

11.3 Professional Liability Insurance. The APPRAISER shall maintain at all times during the performance of services under this Contract professional liability insurance coverage for negligent errors, omissions and acts arising out of the performance of this Contract in an amount of not less than \$1,000,000.00 per claim and \$2,000,000.00 aggregate, or such other amount as is in compliance with Massachusetts law, whichever is greater. Such insurance shall extend to APPRAISER and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the negligent errors, omissions or acts of APPRAISER'S agents and employees. Such insurance shall extend to any negligent act, error or omission in the performance of services under this agreement committed by APPRAISER or alleged to have been committed by APPRAISER or any person for whom APPRAISER is legally responsible.

The APPRAISER shall maintain a professional liability insurance policy with a deductible clause in an amount approved by the TOWN if in the judgment and opinion to the TOWN the APPRAISER'S financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The APPRAISER shall submit promptly to the TOWN upon request as often as quarterly detailed financial statements and any other information requested by the TOWN to reasonably determine whether or not the APPRAISER'S financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

The APPRAISER shall furnish to the TOWN a Certificate of Insurance for Professional Liability Insurance in the amounts called for in this contract.

11.4 Valuable Papers Insurance. The APPRAISER shall maintain during the life of this Contract a Valuable Papers Insurance Policy in the minimum amount of the value of this contract for losses on premises at locations where the documents may be kept.

Certificate of Insurance. The APPRAISER shall submit to the TOWN a Certificate of Insurance outlining insurance coverage with the minimum coverage stipulated above, and such other evidence of insurance requested, with companies authorized to do business in Massachusetts and showing limits no lower than those indicated above, including the TOWN as an additional insured and in such terms and conditions as approved by the TOWN. The APPRAISER'S failure to provide and continue in force and effect insurance required under this Contract shall be deemed a material breach of this Contract for which TOWN, in its sole discretion, may terminate this Contract immediately or on such other terms

END OF ADDENDUM I

as it sees fit. All insurance policies maintained by the APPRAISER pursuant to this Contract shall provide that insurance as applying to the TOWN shall be primary and the TOWN'S own insurance shall be non-contributing. All property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the TOWN. Said insurance shall include Contractual Insurance. The terms and conditions of the insurance shall be subject to the approval of the TOWN. At the discretion of the TOWN, insurance requirements may be changed upon request.

11.5 Additional Insured. The APPRAISER shall name the TOWN as an additional insured on all insurance carried by the vendor, except such insurance for which the TOWN cannot be an additional insured and as approved by the TOWN. Such insurance shall be such that the inclusion of the TOWN as an additional insured shall not impair by reason thereof the insurance coverage of any claim by the TOWN against the APPRAISER.

12. LICENSES: The APPRAISER shall, at its own expense, procure and keep current any licenses, certifications, or permits required for any activity to undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations.

13. CONFIDENTIALITY: The APPRAISER will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including G.L., c. 66 section 10, regarding access to public records.

14. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG and the TOWN.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: All inventions shall be the property of the TOWN unless the law places ownership elsewhere or the parties agree otherwise.

16. CLOSEOUT: The APPRAISER shall follow such policies and procedures with respect to close-out of any associated grant as may be required by the TOWN.

17. TERMS REQUIRED BY LAW: All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

18. HEADINGS AND CAPTIONS: All section headings and captions used in this agreement are solely for convenience and shall not affect the interpretation of this agreement.

19. NO WAIVER: The failure of the TOWN to insist on compliance with any clause and/or take action under any clause of the contract shall not constitute a waiver of any rights or remedies of the TOWN and shall not preclude the TOWN from insisting on compliance and/or taking action for any prior or subsequent non-compliance.

20. CORRELATION AND INTERPRETATION: The contract documents shall include this contract, the Request for Proposals and the Response to the Request for Proposal, Budget and such other documents as are included as attachments. The documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of a conflict between any of the documents, the documents shall take precedence in the following order: this contract, the Request for Proposals, and the Response to the Request for Proposals, unless the provision is more favorable to the TOWN, in which event the more favorable provision shall, at the option of the TOWN, prevail. All services which are normally and customarily included in an assignment of this nature are deemed to be included.

21. ENTIRE AGREEMENT: This Contract, including all documents incorporated herein by reference, constitutes an and the entire integrated agreement between the parties with respect to the

matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. The Contract shall be amended as necessary to comply with state or federal requirements.

22. GOVERNING LAW: The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Venue for any litigation shall be and remain in Plymouth County, Massachusetts.

23. APPROPRIATE CONDUCT: APPRAISER agrees that its employees and agents shall conduct themselves while in the performance of the services under this contract in a professional and appropriate manner. All members of the public, employees of the TOWN and other vendors and their employees shall be treated with courtesy and respect. No activities shall be undertaken on the premises of the TOWN which would generally be viewed as inappropriate in a governmental and/or business setting. Included as examples and not as a limitation of such activities would be any illegal activities, harassment, use or possession of drugs or intoxicating beverages, obscene or pornographic material or material which would generally be considered offensive. All persons are expected to use good common sense in their conduct and not to engage in any activities which would reasonably be viewed as conduct unbecoming or cause the public to lose confidence and respect for the TOWN, its departments, boards, commissions, employees, officers and officials. In specific reference to computer and internet usage on the premises of the TOWN, the following general guidelines are to be adhered to:

Computer and Internet Usage. The TOWN encourages the use of the Internet as a resource to gain various types of information via WWW (home page), Email, news groups or discussion groups on the Internet. However, when accessing the Internet, the contents of the usage should be limited to job-related information. Usage for personal reasons (i.e., Email from/to friends or relatives) is allowed, but it should be occasional rather than regular use. The TOWN does not have the control over what is available on the Internet. Therefore, it is the users' responsibility to limit Internet usage to a proper level in terms of the content of the usage. The Internet also contains information that is not suitable for children nor appropriate for a non-private personal setting. Such material should not be displayed or accessed at a government setting. Searching and displaying such information are strictly prohibited on TOWN premises regardless of whose equipment is being used. Violation of this policy may lead to the termination of the employment of the offender and or suspension/termination of the contract with the vendor. The following is a list of sample (i.e. not all inclusive and illustrative only) web sites and Internet/computer activities that are deemed inappropriate for undertaking, accessing or displaying on TOWN premises: Online auctions unrelated to the APPRAISER'S business, Online chat, Online gambling, Online games. Computer use, including email or Web sites that promote hatred opinions, threatening, offensive or harassing information (messages or images) which contains defamatory, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material or material demeaning any person or group of persons on the basis of race, ethnicity, gender, disability, beliefs concerning religion, or sexual orientation or Online Personal & dating services, pornography, pornographic material, sexually explicit material, material of a sexual nature or any material that is illegal unless such access is within the scope of his or her employment (ex. Police Department investigations), file sharing web, e.g., Kazza, etc., web sites that promote criminal activities, e.g., bomb building, teaching theft method, etc.

24. CERTIFICATE OF TAX COMPLIANCE AND CERTIFICATE OF NON-COLLUSION: A Certificate of Tax Compliance and Certificate of Non-Collusion shall be provided and made a part of this Agreement. The Appraiser represents that it is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments as required by law and shall continue to be so during the term of this Agreement.

25. NON-COLLUSION: The bid and/or proposal upon which this Agreement is based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, business entity or other legal entity.

26. SEVERABILITY: If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.

27. NOTICE.: Any notice required to be given to APPRAISER under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt request, or delivered in the manner permitted for service of civil process or by a Police Officer, or national commercial delivery service or received by a person at the APPRAISER'S offices, to _____ or such address as APPRAISER from time to time may have designated by written notice to the Town. Any such address must include a valid street address in Massachusetts to be effective as a new address. Any notice required to be given to the TOWN by the APPRAISER under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to: Town of Hull, Town Hall, 253 Atlantic Avenue, Attn: Town Manager, Hull, MA 02045, or such other address as the Town from time to time may have designated by written notice to the APPRAISER.

28. ATTACHMENTS: The following are attached and are an integral part of this contract:

- Attachment A – Request for Proposals or similar document
- Attachment B - Response to Attachment A
- Attachment C - Budget and Method/Schedule of Compensation
- Attachment D - as needed
- Attachment E – “
- Attachment F – “
- Attachment G - “

[balance of page intentionally left blank; see next page for signatures]

IN WITNESS THEREOF, the TOWN and the APPRAISER have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN OF HULL S/ _____ Philip E. Lemnios Town Manager Authorized Signatory Date: _____	By: APPRAISER _____ _____ Signature _____ Print Name _____ Title Date: _____ Attach Certificate of Corporate Vote
S/ _____ Name: _____ Title: _____ Authorized Signatory Date: _____	
<u>Certification as to Availability of Funds:</u> S/ _____ J. Michael Buckley Town Accountant Date: _____	
<u>Approved as to Form Only</u> S/ _____ James B. Lampke, Esq. Town Counsel Date: _____	