



## Lump Sum Contract # 20151051

### City of Springfield Lump Sum Contract Tracer Log

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			BK	4.17.15
Public Works, Dept.	CC	4/22/2015	CC	
Disaster Recovery	tz	4/27/15	tz	4/27/15
City Comptroller	LY	4/27/15	LY	4/27/15
Law	TF	4-28-15	TF	4-28-15
Mayor	BB	4-29-15	BB	4-29-15
Office of Procurement				

Vendor No.: **2451**      Lump Sum Contract Date: **4.13.15**      Contract Amt.: **\$6,000.00**

Org/Object Code 1: **26401837 - 530105 - 64014**  
 Org/Object Code 2:  
 Org/Object Code 3:  
 Org/Object Code 4:

Bid #:                      Requisition #: **15014473**                      Purchase Order #:

Vendor Name: **James M. Daley**

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

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

TYPE OF DOCUMENT (Please select at least one):

- Amendment                     
  Extension                     
  Renewal

**AGREEMENT FOR EXPERT REVIEW APPRAISAL SERVICES  
FOR RIGHT OF WAY ACQUISITION  
FOR THE CENTRAL STREET TRAFFIC IMPROVEMENT PROJECT**

This Agreement shall be effective as of the date of execution by all parties, by and between the **City of Springfield, Mass.**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with a principal place of business at 36 Court Street, Springfield, MA 01103, acting by and through its Director of the Department of Public Works ("Director"), and its Director of Disaster Recovery, with the approval of its Mayor (hereinafter the "City"), and **JAMES M. DALY**, an individual appraiser (MA General Certification #75253) doing business as "**DALY APPRAISAL SERVICES**", with an address at 24 Birnie Road, Longmeadow, MA. 01106 (hereinafter the "Appraiser").

WHEREAS, the City is in need of a qualified real estate review appraiser to review appraisals performed by others, for certain properties located within the "CENTRAL STREET TRAFFIC IMPROVEMENT PROJECT" (the "Project") in Springfield, MA., to determine whether the original appraiser's opinion of the fair market value of certain parcels to be taken by eminent domain in fee, and the value and loss of value caused to said properties by the proposed eminent domain takings of certain permanent and temporary easements, the locations of which are listed below, and more particularly described on a set of final plans provided to the Appraiser and on file with the Department of Public Works ("DPW"), meet the professional standards for such reports and are in compliance with applicable laws and regulations governing appraisal practice, as described in this Agreement; and

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

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

NOW THEREFORE, the Parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

A. The Appraiser, acting by and through Mr. James M. Daly, shall, in a satisfactory and proper manner, as determined by the Director, perform in accordance with the terms and conditions of this Agreement, the review appraisal services hereinafter described in this Agreement. The review appraiser will review appraisals performed by Crowley & Associates, regarding fair market value of certain parcels to be taken by eminent domain in fee, and the value and loss of value caused to other properties by the proposed eminent domain takings of certain permanent and temporary easements, the locations of which are listed in Exhibit A, which is attached hereto and incorporated herein by reference, and more particularly described on a set of final plans provided to the Appraiser and on file with the Department of Public Works ("DPW").

The properties that are being appraised are described in Exhibit A, and are summarized as follows:

<u>Fee Takings:</u> <u>Street/Parcel</u>	<u>Property Address</u>	<u>Property Owner</u>
2560-0096 (C-1)	462 Central Street	Kevin Rachmaciej

06250-0084 (C-2)  
06590-0003 (C-3)  
11952-0108 (C-4)

WS Hancock Street  
46 Hickory Street  
468 Walnut Street

Kevin Rachmaciej  
Wesley & Eulah James  
Aji Sales Corporation

Partial Takings - Permanent: The appraisals to be reviewed also include the permanent takings of partial interests in Parcels C-5 through C-25 on Exhibit A\*. There are 12 parcels for which appraisals will be performed by Crowley & Associates, and will be reviewed by the Appraiser under this contract. \*Please note that partial takings on parcels confirmed to be owned by the City of Springfield (Parcels C-19, 20, 21 and 25) are not being appraised and no review appraisals are needed.

1. In the performance of services under this Agreement, the Appraiser shall comply with the provisions of Uniform Standards of Professional Appraisal Practice, the Mass Highway Real Estate Acquisition Guide for Local Public Agencies, and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs ("Uniform Act"), 42 United States Code sec. 4601 et seq., and in particular sec. 4651 of the Uniform Act, and related regulations found at 49 Code of Federal Regulations, Part 24, as amended, including but not limited to 29 CFR sections 24.103-24.105.
2. (a) The Appraiser shall examine the presentation and analysis of market information in all appraisals to assure they meet the definition of appraisals found in 49 CFR 24.2(a)(3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. 49 CFR 24.104 (a). The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions.

The review appraiser shall identify each appraisal report as *recommended* (as the basis for the establishment of the amount believed to be just compensation), *accepted* (meets all requirements, but not selected as recommended or approved), or *not accepted*. If authorized by the Agency to do so, the (staff) review appraiser shall also approve the appraisal (as the basis for the establishment of the amount believed to be just compensation), and, if also authorized to do so, develop and report the amount believed to be just compensation. (See appendix A, § 24.104(a).)

(b) If the review appraiser is unable to recommend (or approve) an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the review appraiser may, as part of the review, present and analyze market information in conformance with § 24.103 to support a recommended (or approved) value. (See 49 CFR Pt. 24, appendix A, § 24.104(b).)

(c) The review appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived at during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the review appraiser's report. The review appraiser shall also prepare a signed certification that states the parameters of the review. The certification shall state the approved value, and, if the review appraiser is authorized to do so, the amount believed to be just compensation for the acquisition. (See 49 CFR Pt. 24, appendix A, § 24.104(c).)

3. The review appraiser shall not have any interest, direct or indirect, in the real property being valued for the City. 49 CFR 24.102(n)(1). The review appraiser's compensation for making an appraisal shall not be based on the amount of the valuation estimate. 49

CFR 24.102(n)(1).

B. Appraiser's Services. The Appraiser shall perform the tasks necessary to review the appraisals performed by Crowley & Associates

1. The Appraiser shall perform the review appraisal services described in this Agreement and in the Appraiser's proposal dated March 2, 2015, which is attached hereto and incorporated herein by reference as Exhibit B. The purpose of the review appraisal will be to determine the "as is" Market Value of the fee simple interest in the subject property. The appraisal under review is being performed by Crowley & Associates, of Wilbraham, MA.
2. The Review Appraisal will be written in the narrative format of a Summary Appraisal Report and the scope of work will consider the Sales Comparison and Income approaches. If the Review Appraiser disagrees with the market value conclusions of the other appraiser, the Review Appraiser will provide his own market value appraisal of each property and provide evidence to support his conclusions.
3. The appraisal will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation, and 49 CFR 24.102 through 105.
4. A pdf copy of the report with original signatures and photographs will be emailed to Ms. Tina Quagliato at [tquagliato@springfieldcityhall.com](mailto:tquagliato@springfieldcityhall.com). Two (2) hard copies of the report will also be delivered to Ms. Quagliato.
5. The written review appraisal report will be delivered to Ms. Quagliato within 2 weeks after the Appraiser receives the appraisal reports to be reviewed.
6. Fees for services rendered in connection with any legal process, including pre-trial conferences, depositions, trial preparation, appraisal review and expert testimony will be billed at a rate of \$200.00 per hour for James Daly, and are not currently included in this Agreement.

C. Retention of Appraisal Records.

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

D. Consultation with City.

The Appraiser shall advise and consult with the City Law Department regarding services performed and to be performed by the Appraiser and the real property acquisition aspects of the City's plans and programs as related to the properties involved in this agreement, at such time or times as may be mutually convenient for the parties to this agreement, without additional charge to the City (other than for litigation as described in section B(6) above. There shall be no charge by any party for such consultations.

E. Date of Valuation.

The Review Appraiser's valuation shall be as of the valuation date stated in the appraisal being reviewed, unless the City specifies in writing another date of valuation.

## II. TERM AND TIME FOR PERFORMANCE

A. Term: This Agreement shall become effective as of the date the same is signed by all

parties listed on the signature page, and shall terminate on or about October 30, 2015.

B. Time for Performance: The Services shall commence upon receipt of the appraisal report/s prepared by Crowley & Associates, and each review appraisal shall be completed within 14 days of receipt of each the original report. Upon the Appraiser's request, the Director, in her discretion, may extend the period of time for the completion of one or more review appraisals for up to 90 days. Any further extension of time requires a written amendment to this Agreement, signed by all parties listed on the signature page hereto, or their lawful successors in office or title.

B. The Appraiser acknowledges that time is of the essence in completing the review appraisal services, in order for the City Council to vote on the eminent domain takings of the fee takings and the permanent partial takings in order for the City to obtain the access rights to these properties in order to bid the construction of the project.

### III. COMPENSATION, PAYMENT AND BILLING PROCEDURE

A. City's Maximum Liability: It is expressly agreed and understood that in no event shall the liability of the City under this Agreement for exceed the maximum sum of Six Thousand and 00/100 Dollars (\$6,000.00) for the Central Street Project, broken down as follows:

For the review of four (4) appraisal reports involving permanent fee takings, \$750.00 per review for a total of \$3,000; and

For the review of 12 appraisal reports involving permanent partial takings, \$250.00 per partial taking, for a total of \$3,000.00.

See Exhibit B.

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

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

C. The records of the Appraiser insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City, or any of their duly authorized representatives, shall have immediate access to any books, documents, papers and records of the Appraiser which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions, at no additional cost.

### IV. TERMINATION

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

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

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

## V. REMEDIES OF THE CITY

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

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

## VI. INDEMNIFICATION AND INSURANCE

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

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

- i. General Liability Insurance: General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Appraiser and any person or business entity for whose performance the Appraiser is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".
- ii. Professional Liability Insurance: Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Appraiser and any person or business entity for whose performance the Appraiser is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".
- iii. Auto Liability Insurance and Worker's Compensation Insurance: All required automobile insurance coverage for any vehicles used in the performance of this Agreement, and worker's compensation insurance required by law, at all times during the term of this Agreement.
- iv. Subcontractors: The Appraiser shall provide, maintain and require its subcontractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Appraiser is an independent contractor and is not an employee or agent of the City.
- v. Certificates of Insurance: The Appraiser shall file with the City a certificate/s evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement as Exhibit #1.

## VII. SUCCESSORS AND ASSIGNS

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

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

#### **VIII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

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

#### **IX. EQUAL EMPLOYMENT OPPORTUNITY.**

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

1. The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Appraiser will, in all solicitations, or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Appraiser will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or workers' representative of the Appraiser's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Appraiser will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Appraiser will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Appraiser's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Appraiser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Appraiser will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Appraiser will take action without respect to any subcontract or purchase order as the Department may direct as a means

of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.

#### X. CONFLICT OF INTEREST

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

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

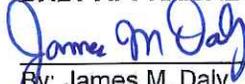
C. Compliance With Ethics Laws Requirements: The Appraiser agrees to comply with all applicable provisions of the amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered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

#### XI. GOVERNING LAW - CHOICE OF FORUM

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

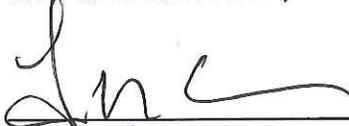
**IN WITNESS WHEREOF**, the City of Springfield, acting by and through its Director of the Department of Public Works, and the Director of Disaster Recovery, and the Appraiser, have executed this Agreement as of the date the same is signed by all necessary parties, on the last date noted below.

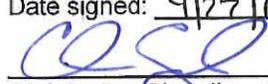
**THE APPRAISER,  
DALY APPRAISAL SERVICES:**

  
By: James M. Daly  
MA General Certification #75253  
Date signed: 9/17/2015

  
Lauren Stabilo  
Chief Procurement Officer

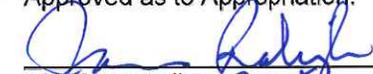
**CITY OF SPRINGFIELD,**

  
Tina Quagliato  
Department of Disaster Recovery  
Date signed: 9/27/15

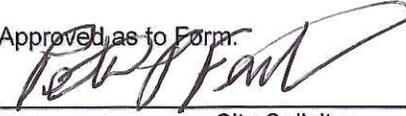
  
Christopher Cignoli  
Director, Department of Public Works  
Date signed: 9-23-15

Bill # 26401837-530105-64014 \$6,000.00

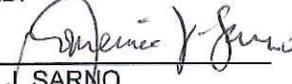
Approved as to Appropriation:

  
\_\_\_\_\_  
City Comptroller  
Date signed: 4/29/15

Approved as to Form:

  
\_\_\_\_\_  
City Solicitor  
Date signed: 4-28-15

APPROVED:

  
\_\_\_\_\_  
DOMENIC J. SARNO  
MAYOR  
Date signed: 4/29/15

**EXHIBIT A - LIST OF PROPERTIES**

(See Attached Spreadsheet)

EXHIBIT A

PUBLIC TAKING SUMMARY

PANEL NO.	SHEET NO.	OWNER	STREET	ADDRESS	PROPERTY	TOTAL	DESC. OF	TYPE OF	AREA OF	AREA	REG. OF	REASON FOR
			NO.			AREA (SQ. FT.)	TAKING	TAKING	(SQ. FT.)	(SQ. FT.)	NO. / DATE	TAKING
C1	TAKING PLAN SHEET 1 OF 12	ARCHAIC ADRIAN 72 BRETTON RD SPRINGFIELD, MA	0250-0095	402 CENTRAL STREET	COMMERCIAL	3,438	COMPLETE TAKING	PERMANENT	3,438	0	UNKNOWN	ROADWAY REALIGNMENT
C2	TAKING PLAN SHEET 1 OF 28	RAMANUJAN BEVIN 72 BRETTON RD SPRINGFIELD, MA	0250-0284	WS - HANCOCK STREET	COMMERCIAL	4,707	COMPLETE TAKING	PERMANENT	4,707	0	UNKNOWN	UNDESIRABLE REMOVALS
C3	TAKING PLAN SHEET 1 OF 12	ALI SAKES CORP 43 SHEEP PASTURE RD WESTFIELD, MA	1150-0108	448 WALKUP STREET	COMMERCIAL	20,018	COMPLETE TAKING	PERMANENT	20,018	0	1880/788	ROADWAY WIDENING
C4	TAKING PLAN SHEET 2 OF 25	WESTFIELD STATE UNIVERSITY 27 WALK ST SPRINGFIELD, MA	0250-0004	46 HICKORY STREET	RESIDENTIAL	8,117	COMPLETE TAKING	PERMANENT	8,117	0	456/750	ROADWAY WIDENING
C5	TAKING PLAN SHEET 10 OF 12	JEFFREY L. TAYLOR ENTERPRISES, LLC 41 ROBERT PARKWAY #2 SPRINGFIELD, MA	1020-0214	123 WILD STREET	COMMERCIAL	34,307	PARTIAL TAKING	PERMANENT	2,342	22,065	2200/460	ROADWAY REALIGNMENT
C6	TAKING PLAN SHEET 1 OF 12	PRESTIGIOUS ONE, LLC 12 PARKWOOD ST SPRINGFIELD, MA	0250-0038	441 CENTRAL STREET	RESIDENTIAL	11,123	PARTIAL TAKING	PERMANENT	40	11,183	1660/219	SIDEWALK MODIFICATION
C7	TAKING PLAN SHEET 1 OF 12	ESAL SERVICE 403 CENTRAL STREET SPRINGFIELD, MA	0250-0099	403 CENTRAL STREET	RESIDENTIAL	9,088	PARTIAL TAKING	PERMANENT	607	4,486	2840/205	ROADWAY REALIGNMENT
C8	TAKING PLAN SHEET 12 OF 12	401 HANCOCK ST SPRINGFIELD, MA	0220-0136	401 HANCOCK STREET	RESIDENTIAL	3,227	PARTIAL TAKING	PERMANENT	20	3,227	1840/502	SIDEWALK MODIFICATION
C9	TAKING PLAN SHEET 12 OF 12	SPRINGFIELD COLLEGE 208 ALDEN ST SPRINGFIELD, MA	0250-0012	NS - HICKORY STREET	RESIDENTIAL	13,423	PARTIAL TAKING	PERMANENT	1,017	52,403	2007/759	ROADWAY WIDENING
C10	TAKING PLAN SHEET 12 OF 12	SPRINGFIELD COLLEGE 208 ALDEN ST SPRINGFIELD, MA	0250-0016	NS - HICKORY STREET	RESIDENTIAL	13,558	PARTIAL TAKING	PERMANENT	280	13,298	2007/758	ROADWAY WIDENING
C11	TAKING PLAN SHEET 12 OF 12	SPRINGFIELD COLLEGE 208 ALDEN ST SPRINGFIELD, MA	0250-0018	NS - HICKORY STREET	RESIDENTIAL	20,248	PARTIAL TAKING	PERMANENT	487	19,791	2007/759	ROADWAY WIDENING
C12	TAKING PLAN SHEET 12 OF 12	SPRINGFIELD COLLEGE 208 ALDEN ST SPRINGFIELD, MA	0250-0022	NS - HICKORY STREET	RESIDENTIAL	17,778	PARTIAL TAKING	PERMANENT	617	17,161	2007/758	ROADWAY WIDENING
C13	TAKING PLAN SHEET 12 OF 12	SPRINGFIELD HOUSING AUTHORITY 253 ALDEN COURT SPRINGFIELD, MA	04125-0214	403 EASTERN AVENUE	RESIDENTIAL	13,482	PARTIAL TAKING	PERMANENT	1,015	12,527	UNKNOWN	ROADWAY WIDENING
C14	TAKING PLAN SHEET 12 OF 12	CITY OF SPRINGFIELD 38 COURT ST SPRINGFIELD, MA	0250-0008	NS - HICKORY STREET	MUNICIPAL	15,079	PARTIAL TAKING	PERMANENT	707	33,246	1340/513	ROADWAY WIDENING
C15	TAKING PLAN SHEET 12 OF 12	ALIEN STREET REALTY, LLC 8 HICKORY HILL MA	0220-0493	8 HICKORY STREET	COMMERCIAL	20,347	PARTIAL TAKING	PERMANENT	36	20,311	824/730	ROADWAY REALIGNMENT & SIGNAL INSTALLATION
C16	TAKING PLAN SHEET 8 OF 12	DAVIDINE & DAVIDINE REALTY 24 MONTGOMERY WILBERVILLE, MA	0250-0016	404 CENTRAL STREET	COMMERCIAL	45,071	PARTIAL TAKING	PERMANENT	385	45,071	1600/454	ROADWAY REALIGNMENT
C17	TAKING PLAN SHEET 9 OF 12	JEFFREY L. TAYLOR ENTERPRISES, LLC 41 ROBERT PARKWAY #2 SPRINGFIELD, MA	1020-0214	123 WILD STREET	COMMERCIAL	34,307	PARTIAL TAKING	PERMANENT	1,804	13,558	1700/460	ROADWAY REALIGNMENT
C18	TAKING PLAN SHEET 2 OF 12	CITY OF SPRINGFIELD 387 HANCOCK ST SPRINGFIELD, MA	1150-0212	WS - HICKORY STREET	MUNICIPAL	28,324	PARTIAL TAKING	PERMANENT	2,017	28,797	UNKNOWN	ROADWAY WIDENING

Not needed

**EXHIBIT B - APPRAISER'S PROPOSAL**

(See Attached)

EXHIBIT B

**DALY  
APPRAISAL  
SERVICES**

24 Birnie Road  
Longmeadow, MA 01106  
www.dalyappraisal.com  
413-301-5473 (office)  
jim@dalyappraisal.com

March 2, 2015

Kathleen T. Breck  
Deputy City Solicitor  
City of Springfield  
36 Court Street, Room 210  
Springfield, MA 01103

RE: Real Estate Appraisals of:

Central Street Project:

- 462 Central Street (02560-0096)
- WS Hancock Street (06250-0084)
- 46 Hickory Street (06590-0003)
- 468 Walnut Street (11952-0108)

12 Partial Takings Along Hickory, Hancock, Central, Walnut, Rifle streets & Eastern Ave

- Based on Central Street Reconstruction/Property Taking Plan, dated 6/27/2014
- Based on Park Parcel Plan of 6.67 acres along Hickory Street, dated August 2014

Dear Attorney Breck:

This letter is intended to provide a fee and time frame proposal to complete a review appraisal of the above named properties. To ensure a mutual understanding of the scope of this assignment, the following information is inclusive of the salient facts respecting the appraisal reports.

1. Identification of the properties to be appraised:

Please see addresses noted above, all of which are located in Springfield, MA. There are to be four full appraisals of the properties described under the Central Street Projects. There are also to be 12 appraisals of partial takings. identified on the two aforementioned maps.

2. The Appraisal Report will be addressed to the following:

Ms. Tina-Marie Quagliato  
Director of Disaster Recovery & Compliance  
City of Springfield  
36 Court Street, Room 405  
Springfield, MA 01103

3. Purpose, Intended User, and Function of the Appraisal:

The purpose of the review appraisal will be to estimate the "as is" Market Value of the fee simple interest in the subject property. The intended user will be the City of Springfield. The intended use of the appraisal is to ascertain the Market Value of the subject property for internal business use. The appraisal under review is being performed by Crowley & Associates, of Wilbraham, MA.

4. Type of Appraisal:

The appraisal report will be a review appraisal, in which I will review a prior appraisal report of the same properties by another appraiser. The Review Appraisal will be written in the narrative format of a Summary Appraisal Report and the scope of work will consider the Sales Comparison and Income approaches. If I disagree with the market value conclusions of the other appraiser, I will provide my own market value appraisal of each property and provide evidence to support my conclusions.

A PDF copy of the report with original signatures and photographs will be e-mailed to Ms. Tina-Marie Quagliato at [tquagliato@springfieldcityhall.com](mailto:tquagliato@springfieldcityhall.com). Two hard copies of the report will also be delivered.

5. Delivery Date:

The written appraisal report will be delivered to you two weeks after I receive the summary appraisal report to be reviewed.

6. Fee/Payment:

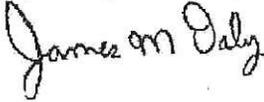
The fee for the review appraisal report is \$750 per full appraisal, or \$3,000 (4 appraisals x \$750) and \$250 per partial taking, or \$3,000 (12 appraisals of partial takings x \$250). The full fee of \$6,000 is to be paid upon delivery of the report. Your signature below will indicate acceptance of the engagement letter's terms.

7. Consultation/Litigation Support Services Fees:

Fees for services rendered in conjunction with any legal process including pre trial conferences, depositions, trial preparation, appraisal review and expert witness testimony will be billed at a rate of \$200/hour for James Daly.

The appraisal will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation. The analysis will not be based on any predetermined minimum or maximum valuation. If you require further information or have any questions pertaining to this proposal, please contact me at 413-301-5473 or 617-304-7620.

Respectfully submitted,



James M. Daly  
MA General Certification #75253

ACCEPTANCE:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT #1 - APPRAISER'S INSURANCE CERTIFICATE/S**

(See Attached)



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

[X] Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAP3668024-15 Renewal of:

Program Administrator: Herbert H. Landy Insurance Agency Inc.
75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1. Named Insured: James M. Daly, Jr.

Item 2. Mailing Address: 24 Birnie Road
City, State, Zip Code: Longmeadow, MA 01106

Item 3. Policy Period: From 01/21/2015 To 01/21/2016
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability:

- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate
D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5. Deductible (Inclusive of Claim Expenses):

- A. \$ 500 Each Claim
B. \$ 1,000 Aggregate

Item 6. Premium: \$ 823.00

Item 7. Retroactive Date (if applicable): 01/21/2008

Item 8. Forms, Notices and Endorsements attached:

D42100 (05/13) D42300 MA (05/13)
D42402 (05/13) D42408 (05/13)

[Signature]
Authorized Representative

**TO BE INCLUDED IN ALL SPECIFICATIONS**

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

**A. COMPLIANCE WITH TAX LAWS**

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

**B. TAX CERTIFICATION AFFIDAVIT.**

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

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

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

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

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

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

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

99-3484146

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_
Company: Daly Appraisal Services
P.O. Box (if any): \_\_\_\_\_ Street Address Only: 24 Birnie Rd
City/State/Zip Code: Longmeadow, MA 01106
Telephone Number: 413-301-5473 Fax Number: 413-304-6000

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_
Please Identify if the bidder/proposer is a:
Corporation \_\_\_\_\_
Individual [checked] Name of Individual: James M Daly Jr
Partnership \_\_\_\_\_ Names of all Partners: -
Limited Liability Company \_\_\_\_\_ Names of all Managers: -
Limited Liability Partnership \_\_\_\_\_ Names of Partners: -
Limited Partnership \_\_\_\_\_ Names of all General Partners: -

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

FEDERAL TAX CERTIFICATION

I, James M Daly Jr (authorized agent) certify under the pains and penalties of perjury that Daly Appraisal Svcs (Bidder/Proposer) to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
Daly Appraisal Svcs Bidder/Proposer/Contracting Entity James M Daly Jr Authorized Person's Signature Date: 4-17-2015

CITY OF SPRINGFIELD TAX CERTIFICATION

I, N/A (authorized agent) certify under the pains and penalties of perjury that N/A (Bidder/Proposer) to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
N/A Bidder/Proposer/Contracting Entity N/A Authorized Person's Signature Date: N/A

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, James M. Daly Jr (authorized agent) certify under the pains and penalties of perjury that Daly Appraisal Svcs (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
Daly Appraisal Svcs Bidder/Proposer/Contracting Entity James M Daly Jr Authorized Person's Signature Date: 4-17-2015

Notary Public

STATE OF MASSACHUSETTS
County of HAMPDEN, ss.

APRIL 17, 2015

Then personally appeared before me [name] JAMES M DALY JR, [title] SOLE PROP of [company] DALY APPRAISAL SERVICES, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] DALY APPRAISAL SERVICES

[Signature]
Notary Public
05-21-21

My commission expires:

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



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

Requisition 15014473-00 FY 2015

Acct No:  
 26401837-530105-64014  
 Review:  
 Buyer: lpl  
 Status: Released

Page 1

Vendor  
 JAMES M DALY JR  
 24 BIRNIE RD  
 LONGMEADOW, MA 01106  
 Tel#413-301-5473  
 Fax 9-1-413-304-6000

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/15	002451				COMMUNITY DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
General Notes			
CONTRACT#20151051			
001 CDBG-DR EXPERT APPRAISAL SERVICES.	1.00 Each	6000.00000	6000.00
1 26401837-530105-64014		6000.00	

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA

[Requisition Link](#)

Requisition Total 6000.00

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

Account	Amount	Remaining Budget
26401837-530105-64014	6000.00	2063538.00
DISASTER RECOVERY-ROADWORK	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Queued	04/27/15	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Mitchell Doty	
Pending		Lindsay Hackett	
Pending		Lauren Stabilo	