



20160206  
**Contract**

### City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the 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			JMM	8/31/15
Disaster Recovery	tg	9/2/15	tg	9/2/15
Public Works, Dept.	cc	9/10/2015	cc	9/10/2015
City Comptroller	JMM	9/11/15	JMM	9/11/15
Law	JMM	9/11/15	JMM	9/11/15
Mayor	JMM	9-15-15	BB	9-16-15
Office of Procurement				

Vendor No.: 2451      Contract No.: 20160206      Contract Date: 8/6/2015

Contract Amt.: \$2,500.00      Issue Date: 8/6/2015      Renewal Date:

Appropriation Code1: 26401837-530105-64014

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source:

Bid No.:                                      Requisition No.: 16003180      PO No.:

Vendor Name: JAMES M. DALY JR

Contract Type: LUMP SUM-PHASE ONE-111 & 112 MARBLE STRET

Contract Purpose: APPRAISAL SERVICES FOR MARBLE STREET TRAFFIC IMPROVEMENT PROJECT

Originating Dept.: DISASTER RECOVERY & DPW

Expiration Date:                              Amendment Date:                              Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New       Renewal       Amendment       Extension

**AGREEMENT FOR EXPERT REVIEW APPRAISAL SERVICES  
FOR RIGHT OF WAY ACQUISITION  
FOR THE MARBLE STREET TRAFFIC IMPROVEMENT PROJECT  
PHASE 1**

Upon execution by all parties, this Agreement shall be effective as of August 6, 2015, by and between the **City of Springfield, Mass.**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with a principal place of business at 36 Court Street, Springfield, MA 01103, acting by and through its Director of the Department of Public Works ("Director"), and its Director of Disaster Recovery, with the approval of its Mayor (hereinafter the "City"), and **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 "MARBLE 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's services will be performed in two phases, with Phase 1 covering a review appraisal for property owned by the Springfield Housing Authority at 111-112 Marble Street, Springfield, MA., Phase 2 covering review appraisals for fee takings and partial permanent takings to be added by amendment;

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 Appraiser will review appraisals performed by others regarding the 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 partial eminent domain takings. The properties are listed in this Agreement and 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").

B. Phase 1: Phase 1 includes a review of an appraisal for the property at **111 and 112 Marble**

**Street, Springfield, MA., owned by the Springfield Housing Authority.** See Exhibit A. Additional review appraisals for fee takings and partial permanent takings in Phase 2 will be added to the Agreement by amendment.

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.** In Phase 1, the Appraiser shall perform the tasks necessary to review an appraisal performed by Commercial Appraisal Services.

1. The Appraiser shall perform the review appraisal services described in this Agreement and in the Appraiser's proposal dated August 5, 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 under two scenarios:

\*Scenario #1 will review the value of the property as it is currently operated as an SHA property whereby the property receives a yearly subsidy from HUD and the tenants pay 30% of their adjusted gross income toward rent.

\*Scenario #2 will review the value of the property as a market rate property, unencumbered by HUD rent and other restrictions.

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 for Phase 1 services will be delivered to Ms. Quagliato on or before August 21, 2015.
6. Additional fees for out of scope 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: Upon execution by all parties, this Agreement shall become effective as of August 6, 2015, and shall terminate on or about December 31, 2015.

B. Time for Performance: Phase 1 services shall be completed on or before August 21, 2015. 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.

C. 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:

1. Phase 1 Services: It is expressly agreed and understood that in no event shall the liability of the City for Phase 1 services under this Agreement for exceed the maximum sum of Two Thousand Five-Hundred 00/100 Dollars (\$2,500.00), which will be invoiced upon completion and delivery of the report. See Exhibit B.

2. Phase 2 Services: The Appraiser's compensation for Phase 2 services will be added to this Agreement by amendment.

This Appraiser's compensation in Section III(A) 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 for each Phase. 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.

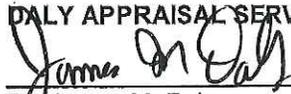
C. Compliance With Ethics Laws Requirements: The Appraiser agrees to comply with all applicable provisions of the amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered "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.

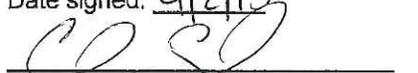
**THE APPRAISER,  
DALY APPRAISAL SERVICES:**

  
By: James M. Daly  
MA General Certification #75253  
Date signed: 8/28/2015

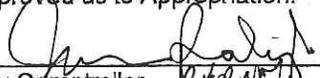
  
Lauren Stabilo  
Chief Procurement Officer

**CITY OF SPRINGFIELD,**

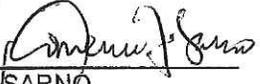
  
Tina Quagliato  
Department of Disaster Recovery  
Date signed: 9/2/15

  
Christopher Cignoli  
Director, Department of Public Works  
Date signed: 9.10.15

W #26401837-530105-64014 \$2500.00  
Approved as to Appropriation:

  
\_\_\_\_\_  
City Comptroller  
Date signed: 9/11/13

APPROVED:

  
\_\_\_\_\_  
DOMENIC J. SARNO  
MAYOR  
Date signed: 9/15/13

Approved as to Form:

  
\_\_\_\_\_  
City Solicitor  
Date signed: 9-11-13

# CORPORATE CERTIFICATE

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

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

I, \*\* Jennifer Daly A Resident of Longmeadow in

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

Secretary of Daly Appraisal Services - Sole proprietor

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

State of Massachusetts

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

\* James M Daly Owner  
(Officer, person who is signing the Contract) (Title)

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

**Daly Appraisal Services**

**CONTRACT NO.20160206**

**Appraisal Services for Marble Street Road Improvement Project**

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

Of such corporation this August day of 25, 2015

(Affix)

(Seal)

(Here)

\*\* Jennifer Daly

**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

017-66-7367

94-3484146

94-3484146

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:

N/A

Please identify if the bidder/proposer is a:

Corporation

Individual

Name of Individual:

James M. Daly

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 (authorized agent) certify under the pains and penalties of perjury that James M. Daly (Bidder/Proposer) to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Daly Appraisal Services Bidder/Proposer/Contracting Entity James M. Daly Authorized Person's Signature Date: 8-26-15

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 (authorized agent) certify under the pains and penalties of perjury that James M. Daly (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 Services Bidder/Proposer/Contracting Entity James M. Daly Authorized Person's Signature Date: 8-26-15

Notary Public

STATE OF MASSACHUSETTS 8-26, 2015

County of HAMPSHIRE, ss.

Then personally appeared before me [name] JAMES M DALY [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 5-21-21

My commission expires:



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

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**EXHIBIT A - LIST OF PROPERTIES**

**Phase 1 list of properties:**

111-112 Marble Street, Springfield, MA., owned by the Springfield Housing Authority.

**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

August 5, 2015

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

RE: Real Estate Review Appraisal of:

111 & 112 Marble Street  
Springfield, MA 01105

Dear Ms. Quagliato:

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

1. Identification of the property:  
111 & 112 Marble Street  
Springfield, MA 01105

2. The Review 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 Review Appraisal:

The purpose of the review appraisal is to review a recent appraisal of the fee simple interest in the subject property. The intended user will be the City of Springfield. The intended use of the review appraisal is to ascertain the Market Value of the subject property for internal business use.

4. Type of Review Appraisal:

The review appraisal report will be written in the narrative format of a Summary Appraisal Report. 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).

5. Delivery Date:

The written review appraisal report will be delivered by Friday, August 21, 2015.

6. Fee/Payment:

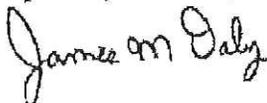
The fee for the appraisal report is \$2,500, to be paid upon delivery of the report. Your signature below will indicate acceptance of the engagement letter's terms.

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)

Betsy A. Magnuson
Authorized Representative

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

Requisition 16003180-00 FY 2016

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

Page 1

Vendor  
 JAMES M DALY JR  
 24 BIRNIE RD  
 LONGMEADOW, MA 01106

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

Tel#413-301-5473  
 Fax 9-1-413-304-6000

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/15	002451				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT#20160206 CDBG-DR APPRAISAL SERVICES FOR MARBLE ST.	1.00 EACH	2500.00000	2500.00
1	26401837-530105-64014		2500.00	
Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA				

Requisition Link

Requisition Total 2500.00

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

Account	Amount	Remaining Budget
26401837-530105-64014	2500.00	1967053.51
DISASTER RECOVERY-ROADWORK	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Approved	08/31/15	Cathy Buono	
Approved	08/31/15	Melanie Acobe	Auto approved by: 108745
Approved	08/31/15	Christopher Fraser	
Approved	08/31/15	Mitchell Doty	Auto approved by: 108745
Approved	08/31/15	Lindsay Hackett	Auto approved by: 108745
Approved	08/31/15	Jennifer Whisher	Auto approved by: 108745



Requisition 16003180-00 FY 2016

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

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

Page 2

Vendor  
JAMES M DALY JR  
24 BIRNIE RD

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

LONGMEADOW, MA 01106

Tel#413-301-5473  
Fax 9-1-413-304-6000

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/15	002451				COMMUNITY DEVELOPMENT

LN Description / Account  
Queued 08/31/15 Terri Maggi

Qty Unit Price Net Price  
Auto approved by: 108745