

**CITY OF EAST PROVIDENCE
CONTRACT SPECIFICATIONS 2018 STATISTICAL
REVALUATION
RFP BID EP1718 - 15**

1 DEFINITIONS

Assessor: The word "Assessor" shall mean the duly appointed Assessor of the City of East Providence

- 1.1 Project: The word "project" shall mean Reappraisal and Revaluation of all Taxable Real Property in the City of East Providence for tax assessment purposes.
- 1.2 City: The word "City" shall hereinafter mean the City of East Providence, RI.
- 1.3 Contractor: The word Contractor shall hereinafter mean the Contractor responsible for performing the project defined in Section 2.

2 SCOPE OF PROJECT

- 2.1 Basic Scope: Contractor understands that the project requires the complete statistical Reappraisal and Revaluation of all Taxable Real Property within the Corporate Limits of the City of East Providence, RI. All work for the project shall be in accordance with these contract specifications.

All work will be carried out and all forms, materials and supplies utilized by Contractor in this project shall conform to, and be carried out in accordance with, the Rhode Island General Statutes, and shall be subject to direct supervision and approval of the Assessor of the City of East Providence, RI

The values to be determined by Contractor shall be the full fair market, as defined in Rhode Island General Statutes and shall be based upon nationally recognized methods of appraising.

Contractor's revaluation program will cover and include all property in the City of East Providence, RI in the following categories:

- 2.1.1 All taxable real estate, land, buildings and improvements, including docks.
- 2.1.2 All public utility land and buildings.
- 2.1.3 All mobile homes, mobile home additions and improvements.
- 2.1.4 The contractor shall assist the Assessor in trending all exempt property valuations.

2.2 Effective Date: The effective date of this revaluation project shall be on the Grand List of December 31, 2018, and the pricing and valuation by Contractor of all land, buildings and property under this contract shall reflect a fair market value as of December 31, 2018.

2.3 Parcel Count:

2.3.1 Contractor's price for the revaluation is based upon the following anticipated parcel counts:

Single Family Residential Dwellings	11,386
Two- Single Family Dwellings one lot	120
Two Family	1505
Three Family	473
Four Family	54
Five Family	19
Mobile Homes	67
Residential Condominiums	522
Commercial Buildings	654
Commercial Condominiums	102
Industrial Condominiums	8
Apartments	107
Industrial Buildings	132
Public Utility Buildings	37
Vacant Res Land	344
Mixed Use	130
Miscellaneous	86
Vacant Commercial & Industrial Land	240
TOTAL Real Property Count	15,986

2.3.2 Current basis of assessment is 100%.

2.3.3 The last revaluation was effective as of December 31, 2015.

2.3.4 The area of the City is 13 square miles.

3 PERSONNEL AND OFFICE HOURS

3.1 Personnel: Contractor shall provide experienced and qualified personnel, as hereinafter provided, and will comply with the requirements of the equal employment opportunity provisions of federal and state governments. Contractor shall submit to the City written qualifications of all personnel assigned to this project. All personnel subject to BCI check.

- 3.2 Qualifications of Personnel: Contractor will comply with Rhode Island certification standards and the qualifications standards set forth in the Request for Proposal for all personnel assigned to this project. All personnel will be subject to the approval of the Assessor, which approval shall not be unreasonably withheld or delayed, and shall be caused to be removed from this project by Contractor upon written recommendation of the Assessor, specifying in detail the reasons for the recommendations.
- 3.3 Identification: All Contractor field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, supplied by Contractor and approved by the Assessor. All automobiles used by Contractor's field personnel shall be registered with the City Police Department giving license number, make, model year and color of the vehicle. Vehicles shall be clearly marked as revaluation related with magnetic or other visible signage.
- 3.4 Office Hours and Staffing: Contractor shall maintain an office at City Hall, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the contract specifications and any addenda thereto.
- 3.5 Conflict of Interest: No City employee or resident shall be employed by Contractor, except in a clerical capacity, without the approval of the Assessor.

4 PROTECTION OF THE CITY

- 4.1 Bid Bond: Contractor will provide a bid bond in the amount of ten percent (10%) of the bid amount to assure the ability to procure a performance bond. Bid bond will be included with the response to proposal, and clearly marked in a separate envelope.
- 4.2 Performance Bond: Contractor will secure the faithful performance of the terms of this agreement by furnishing to the City a performance surety bond in the amount of this contract, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Rhode Island. Said bond shall be delivered to the City prior to the commencement of actual work and shall be in a form satisfactory to and approved by the City's attorney.
- 4.3 Insurance: Contractor will, at its own expense, provide and keep in force:
- 4.3.1 Broad Form Commercial General Liability Coverage: Which names the City as additional insured, written on a 'per occurrence' basis and with an aggregate cap no less than three (3) times required limit: \$2,000,000 Combined Single Limit (C.S.L).

- 4.3.2 Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).
- 4.3.3 Defense of City: All insurance companies shall have the duty to defend the City against liability or property damage claims arising from the conduct of Contractor and/or agents or employees.
- 4.3.4 Insurance Certification: A Certificate of Insurance shall be required to be filed with the City, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

“The City is named as Additional Insured on the Insurance coverage named herein for the claims arising out of the Company's performance of the contract herein”.

- 4.4 Patent/Copyright Liability: Contractor shall save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.

Penalties: Failure by Contractor to complete all work prior to the date specified herein, April 12, 2019, shall be cause for a penalty payment by Contractor, on request of the Assessor, in the amount of Three Hundred Dollars (\$300.00) per day beyond the specified date of completion, provided the City delivers its responsibilities. This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of nature or an order of court or other public authority are excepted.

- 4.5 For the purposes of this penalty only, completion of all work not later than April 12, 2019 is defined as follows:
 - 4.5.1 Completed property record cards with all sketches, measurements, listings, pricing, review and final valuations, in pdf format.
 - 4.5.2 Any new CAMA software installation, if applicable, should be completed.
 - 4.5.3 Assessment notices, addressed and in envelopes prepared for mailing.
- 4.6 Bankruptcy, Receivership, Insolvency: If Contractor, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

- 4.7 Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to the City. Contractor shall be entitled to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

- 4.8 Hold Harmless Agreement: Contractor shall state, at all times, to defend, indemnify, protect and save harmless, the City and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.
- 4.9 Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.
- 4.10 Misrepresentation or Default: The City may void this agreement if Contractor has misrepresented any offering or defaults on any contract with any Rhode Island municipality, or any other state. Contractor shall, also, immediately notify the City of any claim or case formally brought against Contractor.

5 COMPLETION DATE AND TIME SCHEDULE

- 5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the City of its bid, as possibly revised by negotiations, Contractor shall execute with

the City a contract in the form agreeable to the City and incorporating these contract specifications.

5.2 Changes and Subletting of Contract:

5.2.1 Changes: Contractor understands that changes in these contract specifications or in the contract will be permitted only upon written mutual agreement of Contractor and the City.

5.2.2 Subletting: Contractor shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the City. It shall be mutually agreed and understood that said consent by the City, shall in no way release Contractor from any responsibility as covered in these contract specifications and contract.

5.3 Time Schedule: The revaluation work will be started; provided the City delivers maps, present records with owner's addresses, property transfers and building permits at the convenience of Contractor, but no later than July 30, 2018 and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below:

5.3.1 Completion Dates: Contractor will complete the following phases of the revaluation in accordance with the following schedule:

5.3.1.a Complete preliminary land study by October 26, 2018.

5.3.1.b Complete preliminary building cost manual by October 30, 2018.

5.3.1.c Complete interior listing by November 30, 2018.

5.3.1.d Full Field Review Completed by January 30, 2019.

5.3.1.e Complete study of market rents, expenses, and capitalization factors by January 18, 2019.

5.3.1.f Deliver completed CAMA database by February 15, 2019.

5.3.1.d Assessor completes review and final adjustments made for real property no later than March 1, 2019.

5.3.1.e Assessment notices mailed by March 8, 2019. (Contractor to pay postage)

5.3.1.f Informal hearings will begin no later than March 18 and end by April 12, 2019. The Contractor Completes all Field Work resulting from hearings by April 19, 2019.

5.3.1.g Notices of results finalized after the informal hearings are to be mailed out, computer file is updated and final property record card pdfs no later than April 30, 2019.

5.4 Assessment Date: The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments, effective on the Grand List of December 31, 2018.

- 5.5 Delays: Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

6 PAYMENT SCHEDULE

- 6.1 Periodic Payments: Payments shall be paid in the following manner: 30 days after the execution date of this contract and at the end of each 30 day period thereafter covered by this contract, Contractor will certify, by written progress report to the Assessor, the percentage of total work completed during the said 30 day period. The City will review each report and within ten business days of receipt, either approve it for payment as follows or return it to Contractor with a written statement of reasons for its rejection. Upon determination by the Assessor that Contractor's work during said period is accurate, will pay Contractor a percentage of the total contract price equal to the percentage of work performed less 10 percent, which is to be retained by the City to ensure full and satisfactory performance of the contract. A billing percentage by phase will be submitted to the Assessor for approval prior to commencement of billable work.

If the Assessor determines that Contractor's progress report is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and Contractor. Upon satisfactory resolution, the City shall pay Contractor said amount due, less 10 percent.

Upon certification by the Assessor that Contractor has performed fully and satisfactorily all its obligations and requirements under the contract and/or contract specifications, the retained 10 percent of the contract price will be paid to Contractor.

- 6.2 Suggested Schedule and Percentage of Completed Work:

The Schedule is to be provided by the Contractor and approved by the Assessor.

% OF TOTAL STAGES OF COMPLETION PROJECT COST

- 6.2.1 Planning & organization 5%
- 6.2.2 Data Conversion (optional)
- 6.2.3 Data Collection and Data Entry 25%
- 6.2.4 Residential analysis and valuation 15%
- 6.2.5 Commercial analysis and valuation 15%
- 6.2.6 Field review 20%
- 6.2.7 Informal Hearings Notices & Interviews 15%

6.2.8 Project finalization 5%

6.2.9 TOTAL

7 RESPONSIBILITIES OF CONTRACTOR

7.1 Public Relations: Contractor recognizes that good public relations are required in order that the residents and taxpayers of the City may be informed as to the purpose, benefits and procedures of the revaluation program. Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, property owner groups, and City and Contractor websites as a means of establishing an understanding of, and support for, the revaluation program and sound assessment administration. Contractor shall supply visual aids and other media at its disposal to this end. All public releases will be approved by the Assessor prior to its release.

7.2 Conduct of Contractor Employees: As a condition of this contract, Contractor's employees will, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy; Contractor shall take appropriate and meaningful disciplinary measures against those who persistently violate such terms of this provision.

7.3 Records:

7.3.1 General Provision: Contractor will provide all record cards, street cards, owner cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the City.

Contractor may, at its option and at no cost to the City, utilize computers for its information processing, provided that the computer and appropriate machine-readable databases (such as digital storage media) are located in the City, or elsewhere if the Assessor gives his prior written consent with whatever conditions and reservations he may deem appropriate to the interest of the City.

7.3.2 Additional Supplies : All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.

7.3.3 Records are City's Property: The original or a copy of all records and computations, including machine-readable database, made by Contractor in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the project or termination of this contract by the City, shall be left in good order in custody of the Assessor. Such records and computations shall include, but not be limited to:

- 7.3.3.a Tax maps
- 7.3.3.b Land value maps
- 7.3.3.c Materials and wages, cost investigations and schedules
- 7.3.3.d Property Record Cards with final valuations and separate sketch cards, (if any)
- 7.3.3.e Sales data
- 7.3.3.f Capitalization rate data
- 7.3.3.g Depreciation tables
- 7.3.3.h Computations of land and building values
- 7.3.3.i All forms of correspondence including letter or memoranda to individuals or groups explaining methods used in appraisals
- 7.3.3.j Operating statements of income properties
- 7.3.3.k Duplicate of hearing determination notices
- 7.3.3.l Duplicate notice of change.
- 7.3.3.m All software and documentation for the complete operation of the CAMA System.

7.3.4 Assessor's Records: Contractor will use a system approved by the Assessor for the accurate account of all records and maps which may be taken from the files of the Assessor in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessor's records shall be taken outside of the corporate limits of the City without prior written permission of the Assessor. The Assessor will provide Contractor access to all computerized data involving property record information, including sketches data and photos.

7.3.5 Property Record Cards: Contractor will provide completed cards in pdf format.

7.3.6 Valuation Information (Property Record Cards): These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.

7.3.7 Sketches and Photos: Contractor will sketch all physical improvements, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical and functional depreciation, depreciated values, fair market value. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the street card. All photos will be reviewed and updated as necessary at the discretion of the Contractor or Assessor.

7.4 Assessment Notices: At the close of the revaluation, a notice shall be sent, at Contractor's expense including envelope by First Class Mail, to each owner of record, setting forth the valuation that has been placed upon the property

identified in the notice. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to the prior written approval of the Assessor. A database of the pre hearing values will be maintained by the Contractor and provided to the City for comparison with finalized values.

- 7.5 Informal Public Hearings: At a time mutually agreeable to the Assessor and Contractor, but following completion of all review work by the Assessor and Contractor, Contractor will hold informal public hearings at such times and at such locations as the Assessor may specify so that owners of real and personal property, or their legal representatives, may appear at specified times to discuss with qualified members of Contractor's staff the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays.

Contractor will provide a sufficient number of qualified personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made where warranted. The public hearings shall be completed by April 20, 2019.

Contractor will, at its own expense by First Class Mail, notify each taxpayer who has appeared at an informal public hearing of the results of that hearing as soon as the results are determined, and the form of such notices shall be subject to the prior expressed approval of the Assessor.

- 7.6 Board of Assessment Appeal: Contractor will have a qualified member or members of its staff with first-hand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at any deliberations of the Board of Tax Review held after the completion of the revaluation, Sunday's excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the completion of the duties of the Board Assessment Appeals with respect to the December 31, 2018 Tax Roll, or for one complete calendar year beyond completion of the revaluation, whichever comes first. This provision applies only to non-residential properties.

- 7.7 Litigation: In the event of appeals to the courts, Contractor will furnish a competent witness/witnesses with first-hand knowledge of this project and Contractor's duties under the contract to defend the valuation of the properties appraised; it being understood that Contractor shall furnish said witness/witnesses on any court action for 20 days at no charge. Contractor will provide supporting data, including written appraisals if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the City to answer any interrogatories, provide witnesses for depositions or to otherwise

participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph.

Contractor shall not be held responsible for any assessments changed from the original revaluation figure by parties other than Contractor, unless the figure determined by Contractor was unreasonable, unsupportable or erroneous in the view of the Assessor.

7.8 Building Cost Schedules:

- 7.8.1 **General:** Contractor will prepare building cost schedules for usage in the program hereinafter specified. These schedules will reflect the unit-in-place method, based upon square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees, and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before their adoption and usage by Contractor.
- 7.8.1.a **Residential:** Residential cost schedules will include schedules for various classifications, types, models and story heights normally associated with the residential buildings. The schedule will be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications such as insulation, wall and floor types, interior finish, etc., along with prices for different types of heating systems, bathrooms, fireplaces, porches, breezeways, attached and unattached as well as basement garages, and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, garages, tennis courts, greenhouses, solar designed, etc.)
- 7.8.1.b **Commercial:** Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various story heights and contain all additions and deductions for construction components from base specifications.
- 7.8.1.c **Industrial and Special Structures:** Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis , and shall be prepared to contain all the additions and deductions for construction components from base specifications.
- 7.8.1.d **Farm:** Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to: barns, sheds, silos, milk houses, coops, etc.

- 7.8.1.e Marine: Cost schedules for all docks and piers prepared by square footage for various types, including but not limited to stationary, floating, and bulkhead.
- 7.9 Depreciation Schedules: The depreciation schedules or methods Contractor will use in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of building according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings, and shall be approved by the Assessor prior to their use by Contractor.
- 7.10 Schedules for City: Contractor will supply and leave for the City not less than three copies of all the above required building cost schedules and depreciation schedules for the City's usage, one copy of which shall be turned over to the Assessor upon approval of the schedules, as outlined herein. The schedules shall be in the form of a bound manual.

8 APPRAISAL SPECIFICATIONS

- 8.1 Appraisal of Land: Contractor will appraise all land within the City: residential, vacant, commercial, industrial, agricultural, special use, and public utility.
 - 8.1.1 Land and Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the three year period prior to December 31, 2018. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the City. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc.

Contractor will present the results of the land study to the assessor for review and comment.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record.

- 8.1.2 On-site Inspections: Contractor will review all parcels of land and make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

- 8.1.3 Land Value Units: Contractor will prepare land unit values, subject to the approval of the Assessor, by front foot, square foot, acreage, fractional acreage, or site value, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land. For waterfront properties Contractor will record front foot of waterfront and depth of water classified as shallow, medium, or deep. Contractor shall take care to maintain any notes or adjustments involving land valuation including but not limited to rights of way, easements, shape, view, etc..
- 8.1.4 Land Value Map: Contractor will delineate the approved land value units on all streets and acreage in the City on two suitable maps to be provided by the City. The land value map shall be returned to the City prior to the completion of the revaluation contract.
- 8.1.5 Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the City, Contractor will, with the cooperation and approval of the Assessor, delineate "neighborhood" units within the City. Each neighborhood unit will, in Contractor's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood numbers shall be recorded and maintained in the computer database and printed on property record cards.
- 8.2 Appraisal of Residential Buildings and Structures:
- 8.2.1 On Site Inspections: The Contractor shall attempt a physical inspection of all improved sale properties.
No property shall have an interior inspection without the consent of an adult eighteen years of age or older. The date and time of the attempt shall be noted on the property record. Properties which have sold after 12-31-2015 require up to two entry attempts, one of which must be after 3:00 pm. Sale properties where entry is not gained must receive a data mailer to be approved by the Assessor. The data mailer will contain information pertinent to the valuation asking the property owner to return with any corrections. The mailer shall include a phone number which may be called by the taxpayer to request an appointment for interior inspection.
- 8.2.2 Field Review: All properties shall be reviewed in the field by Contractor's personnel qualified as reviewers, as previously prescribed in these contract specifications. The properties shall be reviewed for classification, correct listing of information, final value and to assure that they are correlated to comparable properties. The Assessor shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

8.2.3 Pricing and Valuation:

8.2.3.a Fair Market Value: Pricing and valuation of all land and buildings must reflect the fair market value as of December 31, 2018 and shall be done from and in accordance with the previously approved manuals and schedules and these contract specifications.

8.2.3.b Final Valuation: The final valuation shall be the fair market value of the structure plus the market value of the land; such fair market values to be as approved by the Assessor. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered, along with all other factors affecting the value of the property, all of which shall be noted on the property record.

8.2.4 Comparable Sales - The Contractor shall develop a comparable sales analysis for all residential properties which must be considered in final value reconciliation and must be available during the taxpayer hearing phase.

8.3 Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties:

8.3.1 General: All sales of commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above, except that the height of the building shall also be recorded on the property record.

8.3.2 Description: All buildings shall be identified and described as to component parts of construction, size, area, age, usage and present occupants(s) on the proper forms, as previously prescribed in these contract specifications.

8.3.3 Income Approach: Income and expense data gathered by the City shall be utilized by Contractor for income producing properties. Any income and expense data, with accompanying summary reports and rent schedules, when used by Contractor shall become the property of the City.

All income and expense information filed and furnished shall not be of public record and is not subject to the provisions of (Freedom of Information) of the Rhode Island General Statutes. From these returns and other data sources, Contractor will establish market or economic rent and expenses for income producing properties. The Contractor shall develop economic models for use in application of the income approach for all commercial, industrial, and special purpose properties.

Contractor shall also develop capitalization rates by investigating sales and income data. Contractor shall establish rates for various classes of property which the City may elect to have checked by bankers, investors and appraisers to ensure their

accuracy. When the rates and methods have been approved by the Assessor, Contractor will perform the income approach by using both actual and economic income and expenses.

- 8.3.4 Yard Improvements: All yard improvements shall be listed and valued separately.
- 8.3.5 Fixed Equipment: All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, Contractor shall bring that question to the attention of the Assessor to be bound by his/her determination.
- 8.3.6 Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

8.4 Control and Quality Check:

- 8.4.1 Field Checks by Assessor: The Assessor shall spot check, in the field, properties picked at random by him/her, with or without Contractor's supervisor.
- 8.4.2 Building Permits: The Contractor shall inspect all non-residential properties which had a building permit issued in the past 12 months and all Kettle Point/Long Rock Cove. The Assessor shall screen and make available to Contractor all building permits or copies thereof issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in Contractor's appraisals.
- 8.4.3 Incomplete Construction: Contractor will plainly flag all property records which have incomplete non-residential improvements as of December 31, 2018, and all Kettle Point/Long Rock Cove improvements including residential condominiums. (estimated 70 condominiums) The street card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

8.5 Software: The Town is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Government Solutions Inc. of Hudson, Massachusetts. The Town is not looking to change the existing CAMA software at this time. Vendors will be responsible for securing licensing prior to commencement of the project and should include this fee in their proposal. All data entry, printing of field cards, valuation notices, and letters will be the responsibility of the vendor.

9 RESPONSIBILITIES OF THE CITY

- 9.1 Nature of Service: It is clearly understood and agreed that the services rendered by Contractor are in the nature of assistance to the Assessor and all decisions as to proper valuations shall rest with the Assessor.
- 9.2 Cooperation: The Assessor, City and City employees will cooperate with and render all reasonable assistance to Contractor and its employees.
- 9.3 Items Furnished by the City: The City shall furnish or make available the following:
- 9.3.1 Maps: The City shall furnish one set of updated City tax maps showing street, property lines and parcel identification numbers. The City shall furnish three maps to be used for neighborhood delineation, two of which shall be returned to the city color coded with neighborhood numbers.
 - 9.3.2 Land Dimensions: The City shall make available to Contractor lot sizes and total acreage of all pieces of property where the maps or present records fail to disclose measurements or acreage.
 - 9.3.3 Zoning: City shall make available current City building zone regulations and zoning map.
 - 9.3.4 Record Cards: The City will make available the present property records.
 - 9.3.5 Property Transfers: The City will make available to the Contractor property transfer information on a regular basis for input of sales information including but not limited to grantor, grantee, date of sale, sale price, and transfer type into the computer database.
 - 9.3.6 Building Permits: The City shall make available all building permits or copies thereof during the course of the revaluation project up to December 31, 2018.
 - 9.3.7 Identification: The City shall furnish letters or cards of introduction and authority to inspect real estate in the City.
 - 9.3.8 Signing of Communications: The City shall sign, by the Assessor or Chief Executive Officer, communications to be mailed at Contractor's expense for the purpose of contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.

- 9.3.9 Mailing Address: The City shall make available, through the Assessor's Office, the current mailing address of all property owners.
- 9.3.10 Office Space: The City shall furnish to Contractor sufficient office space to carry out the terms of this contract. If the City is unable to provide space, the City will reimburse Contractor for leased space, subject to the City's approval for appropriateness and cost.
- 9.3.11 Media: The City shall have information above available on magnetic media for the purposes of creating a legal file on Contractor's computers during initiation.
- 9.3.12 Obligation to Keep Current: The City shall continuously and currently update the information specified above.
- 9.3.13 Sales Information: The City shall continuously provide current copies of all sales information available to it with respect to transfer of parcels.

10. TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed and in accordance to a schedule agreeable to the Assessor shall be turned over to the Assessor for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the Assessor as of April 30, 2018. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of December 31, 2018.

This information and/or appraisals and records shall not be made public until the informal public hearings, except to the extent public access may be compulsory under the provisions of the applicable law.

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the Assessor, unless otherwise provided herein. Contractor, through its supervisor, shall be responsible to the Assessor and, at regular intervals, shall meet with said Assessor to discuss the progress and various other details of the project.