

**TOWN OF NARRAGANSETT, RI  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS FOR  
STATISTICAL REVALUATION FOR  
12/31/23 ASSESSMENT DATE**

Narragansett, Rhode Island 02882



Erin A. Jacobs, Tax Assessor  
Susan W. Gallagher, Purchasing Manager

**Proposal Due Date: Thursday, December 15, 2022 at 11:00 AM**

**VENDOR NAME SUBMITTING BID: \_\_\_\_\_**

## INVITATION TO BID

Separate sealed bids will be received by the **TOWN OF NARRAGANSETT, RHODE ISLAND** for the **REQUEST FOR PROPOSALS: STATISTICAL REVALUATION FOR 12/31/23 ASSESSMENT DATE** on or before **11:00 a.m. on Thursday, December 15, 2022**, at the office of the Purchasing Manager, 25 Fifth Avenue, Narragansett, RI and at that time will be opened and read in public.

Specifications may be obtained at the Purchasing Office, 25 Fifth Avenue, Narragansett, Rhode Island between the hours of 8:30 a.m. and 4:30 p.m. **Monday through Friday** and are available on the Town of Narragansett website, [www.narragansettri.gov](http://www.narragansettri.gov).

All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Bid)

### **REQUEST FOR PROPOSALS: STATISTICAL REVALUATION FOR 12/31/23 ASSESSMENT DATE**

Bids must be enclosed in an opaque envelope addressed to "Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island 02882-3699" bearing the name and address of the bidder.

Bid Security, in the form identified within the Standard Instructions to Bidders, and in the amount of five (5) percent of the total Bid amount, must accompany each Bid.

The successful Bidder must furnish a Performance Bond, in the specific formats as attached herein, for the full value of the Bid Price, along with all required insurance certificates, within fifteen (15) calendar days after the award date in order to execute a Contract.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Narragansett reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Narragansett.

Per State Statute §44-5-11.1 any Contractor submitting a Bid must be certified by the Rhode Island Department of Revenue, and on the Department of Revenue's approved Revaluation Companies list.

Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (401)782-0644 three (3) business days prior to the bid opening.

Susan W. Gallagher  
Purchasing Manager

## STANDARD INSTRUCTIONS TO BIDDERS

### DEPARTMENT OF FINANCE-PURCHASING DIVISION TOWN OF NARRAGANSETT, RHODE ISLAND

**THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."**

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Manager, Town of Narragansett, R.I. until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the Bidding Firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals, which are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing Bids must be sealed and addressed to the office of the Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, R.I. 02882 and must be marked with the name and address of Bidder, date and hour of opening, and name of item in Bid call.
- b. The Purchasing Manager will decide when the specified time has arrived to open Bids, and no Bid received thereafter will be considered.
- c. Any Bidder may withdraw his/her Bid by written request at any time prior to the advertised time for opening. Telephonic Bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no Bid may be withdrawn for a period of ninety (90) days from the date of Bid opening.
- e. Negligence on the part of the Bidder in preparing the Bid confers no rights for the withdrawal of the Bid after it has been opened.

- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which Bid item is determined to meet the Specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para..1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price Bid must be exclusive of taxes and will be so construed.

8. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the Bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, Bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the Bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the Bid standard: otherwise, his/her Bid will be declared "No Bid" insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding Contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Narragansett, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between 8:30 a.m. and 3:00 p.m., Monday thru Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Manager.

11. Bid Security

Bidders are required to furnish with the Bid Proposal, Bid Security in the amount of five (5) percent of the total Bid Price in the form of a certified check, money order, or in the form attached herein, made payable to the Town of Narragansett. Bid Security of unsuccessful Bidders will be returned within a reasonable time after the award of Bid. Bid Security of the successful Bidder will be retained until the execution of a Contract with the Town or forfeited to the Town as liquidated damages upon failure to execute a Contract according to the Bid Documents.

12. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Narragansett pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Narragansett is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

13. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

14. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- a. The Contract for Work under this proposal will obligate the CONTRACTOR and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

15. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is on file in the office of the State Department of Labor.

16. Smoke-Free Property

Per Town Council adopted Ordinance, all Town properties are smoke-free, and smoking is prohibited accordingly. This applies to employees of the Town and all contractors, vendors, suppliers, guests, etc. All contractors are required and instructed to notify their employees and subcontractors of this law.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

1. PREPARATION OF BID
2. CORRECTIONS
3. QUALIFICATIONS OF THE BIDDER
4. OBLIGATIONS OF THE BIDDER
5. CONDITIONS OF WORK
6. METHOD OF AWARD
7. EXECUTION OF THE AGREEMENT
8. NOTICE TO PROCEED
9. TIME OF COMPLETION AND LIQUIDATED DAMAGES
10. POWER OF ATTORNEY
11. ADDENDA AND INTERPRETATIONS
12. UNCERTAINTY OF QUANTITIES
13. PRICES
14. LAWS AND REGULATIONS
15. RHODE ISLAND SALES AND USE TAX
16. OWNER'S RIGHT TO DELETE PORTION OF CONTRACT
17. LABOR REGULATIONS
18. RESPONSIBILITY OF THE FIRM

## **SPECIAL INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1: PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications, together with all Addenda thereto.

### **ARTICLE 2: CORRECTIONS**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

### **ARTICLE 3: QUALIFICATIONS OF THE BIDDER**

The OWNER may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

### **ARTICLE 4: OBLIGATIONS OF THE BIDDER**

Bidders must satisfy themselves by personal examination of the Specifications including Addenda, and by such other means as they may prefer, as to the actual conditions, requirements, and limits of the proposed Work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the OWNER as satisfactory proof that the bidder has satisfied himself/herself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor assert that there was any misunderstanding in regard to the nature, or amount of Work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his/her obligation to furnish all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the considerations set forth in his/her bid, if his/her bid is accepted.

### **ARTICLE 5: CONDITIONS OF WORK**

Insofar as possible, the VENDOR, in carrying out his/her Work, must employ such methods or means as will not cause any interruption of or interference with the use of existing facilities and staff. The VENDOR must satisfy himself/herself by his/her own investigation and research as to the nature and location of the services to be performed.



## ARTICLE 6: METHOD OF AWARD

The TOWN OF NARRAGANSETT reserves the right to reject any, or any part of, or all Bids, to waive informalities and technicalities and to accept that bid which the Town Council deems to be in the best interest of the TOWN, whether or not it is the lowest dollar bid. Consideration in the awarding of the contract will be given to price, experience, and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past. Consideration will also be given to the software and the GIS interface.

## ARTICLE 7: EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the OWNER. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond within fifteen (15) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The CONTRACTOR shall furnish a Performance Bond, in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, as security for faithful performance of Contract.

The OWNER, within fifteen (15) days of receipt of an acceptable performance bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may, by written notice, withdraw his/her signed Agreement. Such notice by withdrawal shall be effective upon receipt of the notice by the OWNER.

## ARTICLE 8: NOTICE TO PROCEED

The Notice To Proceed shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and VENDOR. If the Notice To Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the VENDOR may terminate the Agreement without further liability on the part of either party.

## ARTICLE 9: TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder must agree to commence Work on or before the date specified in the written Notice To Proceed of the OWNER, and to fully complete the Project within the timeframe specified with Section 3.5 of this bid. Liquidated damages shall be as specified within the Agreement and shall be set at \$200.00 per day.

## ARTICLE 10: POWER OF ATTORNEY

Attorney-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## ARTICLE 11: ADDENDA AND INTERPRETATIONS

Every request for interpretation of this bid should be in writing, addressed to:  
Purchasing Manager, Town of Narragansett, 25 Fifth Avenue, Narragansett, Rhode Island, 02882  
or emailed to Susan Gallagher, at [sgallagher@narragansetttri.gov](mailto:sgallagher@narragansetttri.gov).

In order to be given consideration, such request must be made at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be faxed or sent electronically to all prospective bidders, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addenda or interpretations shall not relieve the bidder from any obligation under his/her bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

The Town reserves the right to amend this proposal for the Revaluation Program for equitable assessments at any time prior to the deadline for submission of proposals.

## ARTICLE 12: UNCERTAINTY OF QUANTITIES

The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the OWNER does not expressly or by implication represent that the actual amounts will even approximately correspond therewith.

## ARTICLE 13: PRICES

Bidders shall state the proposed price for the Work by which the bids will be compared. This price is to cover the entire expenses incidental to the completion of the Revaluation in full conformity with the Contract and the Specifications. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated may be rejected.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the unit prices written in words and the unit prices written in figures, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

## ARTICLE 14: LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and rules, and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract the same as though herein written in full.

Specifically included are the requirements necessary to comply with the Americans with Disabilities Act.

ARTICLE 15: RHODE ISLAND SALES AND USE TAX

Services purchased under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the vendor during bidding.

ARTICLE 16: OWNER'S RIGHT TO DELETE PORTION OF CONTRACT

The OWNER reserves the right to delete a portion of this Contract after review of submitted bids, and prior to or after Bid award. The VENDOR shall have no claim for anticipated profits or for loss of profits or for increase in prices should the OWNER exercise this right.

ARTICLE 17: LABOR REGULATIONS

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. The Contract for Work under this proposal will obligate the vendor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

ARTICLE 18: RESPONSIBILITY OF THE FIRM

Any loss or damage arising out of the work to be done by the appraisal firm or from unforeseen delays or difficulties in accomplishing the work from any cause whatsoever shall be borne solely by the appraisal firm and no obligation shall accrue to the TOWN OF NARRAGANSETT on account thereof. The appraisal firm agrees to comply with all federal, state and local regulations and ordinances covering the work to be performed. These specifications shall constitute the entire specifications for the work and shall not be subject to any conditions or terms not stated herein.

**REQUEST FOR PROPOSALS FOR THE  
STATISTICAL REVALUATION OF REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF  
NARRAGANSETT, RHODE ISLAND  
Effective December 31, 2023**

The Town of Narragansett, RI is undertaking a program to perform a Statistical Revaluation of all Real Property effective December 31, 2023. Contractors interested in providing the Revaluation Services set forth in the attached specifications are invited to deliver **two (2) copies** of the proposals to the Purchasing Manager as addressed in the Invitation to Bid.

The Town is licensed to utilize the *AssessPro.NET 5.5.1* CAMA Software by Patriot Properties Inc. of Marblehead Massachusetts. The proposal must include any additional software license to complete the valuation update.

The system must be fully loaded with all assessment data before the revaluation is completed. The software must provide an interchange file to move data to the Town's current billing and collection system. Any conversion or software upgrade cost must be specified in your proposal. Conversion to the CAMA system must be completed no later than September 1, 2023. Any proposal must address the method and costs associated with the conversion of this data and should spell out how the Vendor expects to offer similar or more functionality. Any conversion is solely the Vendor's responsibility. All data entry will be the responsibility of the Vendor.

Any bidder may propose to utilize their own CAMA program. If they propose to deliver the finished product to the Town, with the intention of the Town using their CAMA program in the future, that program must be demonstrated to Town prior to the submission of proposal deadline. If the Town deems the newly proposed CAMA to be equal to *AssessPro* CAMA currently used, then the proposer must also include all additional costs related to the installation of this CAMA program in the Town. These costs shall include but not be limited to equipment requirements, licensing, importing of sketches & images and instructional time necessary for the Town to efficiently utilize the new program. If the Town deems it is their best interest to keep the current *AssessPro.NET* CAMA system, the 2023 revaluation data must be either performed on the current CAMA Software or imported to the *AssessPro.NET* CAMA Software (with 100% accuracy). Any CAMA software installed must **INCLUDE** one (1) year of support and one (1) year of web hosting, with monthly updates, with no annual service fee.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) Calendar Days from the deadline for the submission of proposals.

2. A list of Rhode Island municipalities for which the Contractor has completed revaluation programs for the last five years. This list must include contact names and phone numbers. Note each project as either a "Full" or "Statistical Update" Revaluation.
3. A list of Rhode Island municipalities for which the Contractor has provided web hosting services.
4. A list of waterfront municipalities for which the Project Manager has managed revaluation projects.
5. A list of Rhode Island revaluation contracts for which the Contractor is currently committed or is considering bidding on that will be effective as of 12/31/2023 with time table for completion.
6. Listing of Rhode Island municipalities for which the contractor has used the Patriot *AssessPro.NET 5.5.1* CAMA Software and have converted to their software.
7. Description and examples of the Contractor's revaluation public relations program that would be used during revaluation.
8. A bid bond on the form provided or a certified check in the amount of 5% of this bid must be submitted as a guarantee that, in case the contract is awarded to him/her, he/she will, within ten days after the notice of award, execute such contract and furnish a satisfactory Performance Bond, for approval by the Town of Narragansett.

The Town of Narragansett reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned, or qualified may be disregarded and rejected as improper except that the Town may waive any defects or irregularities. All bids are subject to appropriation by the Town of Narragansett.

## **BID EVALUATION CRITERIA:**

All Bids will be evaluated based on the criteria listed as follows:

1. Per State Statute §44-5-11.1 any Contractor submitting a Bid must be certified by the Rhode Island Department of Revenue, and on the Department of Revenue's approved Revaluation Companies list.
2. The ability of the software to export data in a format readable by the Town's current billing and collection system as delineated on pages 25-34 of the RFP.
3. The ability of the software to export data in a format readable by the Town's GIS system.
4. The ability of the software to include an Internet solution for purposes of sharing data with the public. The Town's public Internet site must be able to link directly to the individual property and field card on the Contractor's Internet solution.
5. Qualifications and experience of staff to be assigned to this project
6. The ability of the Contractor to complete Revaluation Project according to Bid specifications.
7. The Contractor's experience performing and successfully completing Revaluations in Rhode Island.

All information pertaining to the Contractor's technical and management approach to completing this Project, as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal which does not respond to each issue in the Request for Proposals may be rejected as non-responsive.

The Town reserves the right to amend this proposal for the Statistical Revaluation Program for all real property assessments at any time prior to the deadline for submission of proposals.

## **CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES:**

### **DEFINITIONS:**

**ASSESSOR:** The word “ASSESSOR” shall mean the duly appointed Assessor of the Town of Narragansett, Rhode Island.

**PROJECT:** The word “PROJECT” shall mean Statistical Reappraisal and Revaluation of all Real Property within the corporate limits of Town of Narragansett, Rhode Island for tax assessment purposes.

**TOWN:** The word “TOWN” shall hereinafter mean The Town of Narragansett, Rhode Island.

**CONTRACTOR:** The word “CONTRACTOR” shall hereinafter mean the certified revaluation company who shall perform this project.

### **SCOPE OF STATISTICAL UPDATE**

This Project requires the statistical revaluation of all real property within the corporate limits of the Town of Narragansett, Rhode Island effective as of December 31, 2023.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed 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 Secretary, Office of Policy and Management, the Rhode Island General Statutes, and Regulations of Rhode Island State Agencies pertaining hereto, and shall be subject to direct supervision and approval of the ASSESSOR of the TOWN OF NARRAGANSETT.

The values to be determined by CONTRACTOR shall be the full fair market, as defined in Rhode Island General Statutes, Title 12 and shall be based upon nationally recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Rhode Island General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate. Farm, Forest, and Open Space properties will be valued under the most recent law/regulations.

CONTRACTOR'S statistical revaluation program will cover and include all property in the TOWN OF NARRAGANSETT in the following categories:

- All taxable real estate, land, buildings and improvements.
- All tax-exempt real estate, land, buildings and improvements.
- Tangible Personal Property is not included in this Revaluation. Utility lines, pipes and rails shall be considered real property.

**EFFECTIVE DATE:**

The effective date of this revaluation project shall be on the assessment date of December 31, 2023 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, 2023.

**PARCEL COUNT:**

CONTRACTOR'S price for the revaluation is based upon the following anticipated parcel counts: (estimated by TOWN as of December 31, 2021)

<b>Code</b>	<b>Description</b>	<b>Count</b>	<b>Assessment</b>
01	One Family Residence	7644	\$4,879,188,059
02	Two to Five Family	298	\$232,773,358
03	Apartments	14	\$31,543,858
04	Combination	17	\$13,499,400
05	Commercial I	4	\$732,700
06	Commercial II	131	\$205,768,400
07	Industrial	30	\$21,909,000
10	Utility and Railroad	2	\$512,300
11	Seasonal and Beach	47	\$23,774,600
12	Other Improved Land	27	\$6,520,700
13	Residential Vacant	871	\$103,831,500
14	Comm-Ind Vacant	25	\$8,397,600
15	Vacant-Other	1	\$34,000
23	Residential Condo	1176	\$42,210,787
24	Commercial Condo	1014	\$84,952,100
25	Industrial Condo	18	\$1,827,200
33	Farm, Forest, Open Space	16	\$1,599,170
70	Cemeteries	5	\$768,300
71	Charitable	125	\$18,791,700
72	Church	26	\$43,627,800
73	Ex-Charter	1	\$4,219,400
74	Federal	521	\$68,909,800
76	Libraries	2	\$3,806,700
78	Municipal	178	\$96,470,800
79	School	5	\$71,880,700
80	State	103	\$218,494,800
83	Stabilized	49	\$9,383,900

Contractor will be responsible for the valuation of any new subdivision of land.



Current basis of assessment is 100%.

The last revaluation was effective as of December 31, 2020.

## **PERSONNEL AND OFFICE HOURS**

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 TOWN, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

### **Minimal Qualifications**

#### Project Manager or Supervisor:

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Rhode Island as a Revaluation Supervisor, and shall have at least five (5) years of experience in the management of a revaluation project and hold a current Rhode Island General Appraiser license. The project manager or supervisor shall be subject to approval by the ASSESSOR.

#### Reviewers and Appraisers:

Shall be certified under the Rhode Island Revaluation Certification Program, and shall have no less than two (2) years of experience in the appraisal of residential and commercial real estate for revaluation purposes which shall have occurred within the past five (5) years. It is preferred that the Commercial/Industrial reviewer hold a General Appraiser license. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project

#### Data Collectors:

Shall have worked on at least one full property revaluation project. Any person not meeting this standard must be approved by the Tax Assessor and shall have direct supervision by a reviewer, appraiser, or the project manager. Minimum age for a data collector shall be twenty-one (21) years of age. Data Collectors are expected to have a neat, clean appearance. They are representing the town and are expected to present themselves appropriately.

The contractor shall give all Data Collectors clear and unequivocal instruction that they shall not discuss with any property owner or occupant of the Town the value assessment of any property or their personal opinion of any personal property, nor shall they discuss any budget, fiscal items, taxes being paid, or political issue.

Background Check:

All personnel will be subject to background checks by the Town of Narragansett Police Department. The Town reserves the right to reject any employee of the Contractor based on the results of the State Criminal Background Check. Magnetic signs for vehicles may be requested to be used by the Contractor for identification

Identification:

All field personnel shall have visible clip-on identification cards, which shall include an up to-date photograph, supplied by CONTRACTOR and signed by the TOWN'S Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by Contractor's field personnel shall be registered with the Town of Narragansett Police Department giving license number, make, model, year and color of the vehicles used on this Project.

Conflict of Interest:

No resident of the TOWN or TOWN employee shall be employed by CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR

Office Hours and Staffing:

Contractor shall maintain an office at Town Hall or other location as the TOWN sees fit, 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.

**PROTECTION OF THE TOWN**

**Bonding**

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the TOWN a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Rhode Island, with a minimum Best Company rating of "A/VII." Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be

submitted on the attached form. It is understood and agreed that upon completion and delivery to the TOWN of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Review, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Review on the list of December 31, 2023.

## **Insurance**

CONTRACTOR shall, at its own expense, provide and keep in force the minimum insurance requirements as stated in "Exhibit B" for the duration of the contract.

Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000- General Aggregate
- \$2,000,000- Product-Completed Operations Aggregate
- \$1,000,000- Personal and Advertising Injury
- \$1,000,000- Each Occurrence
- \$ 50,000- Fire Damage/Fire
- \$ 5,000- Medical Expense/Person

Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

The TOWN must be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein.

Patent/Copyright Liability: CONTRACTOR shall save the TOWN 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 this contract.

Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

### **Penalties**

Failure by CONTRACTOR to complete all work prior to the date specified herein, April 15, 2024, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED DOLLARS (\$200.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than April 15, 2024 is defined as follows:

Completed property record cards with all sketches, photographs, measurements, listings, pricing, review and final valuations.

All hearings completed and final assessments notices mailed.

Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the TOWN will suffer if CONTRACTOR'S work is not completed by April 15, 2024. The TOWN shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are accepted.

### **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 TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

### **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 them. CONTRACTOR shall be entitled to the release of the performance bond and 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.

### **Hold Harmless Agreement**

CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the TOWN 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.

### **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.

### **Waiver**

No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.

### **Misrepresentation or Default**

The TOWN may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Rhode Island municipality. CONTRACTOR shall, also, immediately notify the TOWN of any claim or case formally brought against CONTRACTOR.

## **CHANGES AND SUBLETTING OF CONTRACT**

### **Changes**

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the TOWN.

### **Subletting**

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the TOWN. It should be mutually agreed and understood that said consent by the TOWN shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

## **COMPLETION DATE AND TIME SCHEDULE**

### **Signing of Contract**

Within 30 days after receipt of Notice to Proceed by the TOWN of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the TOWN a contract in the form agreeable to the TOWN and incorporating these contract specifications.

Contractor shall commence the revaluation work not later than two weeks after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

### **Completion Dates**

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

- Complete land study and set values by **October 1, 2023**.
- Complete building cost manual by **October 1, 2023**.
- Complete Full Field Review by **January 31, 2024**.
- Complete study of market rents, expenses, and capitalization factors by **January 31, 2024**.
- Deliver completed CAMA database, digital images. Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by **January 31, 2024**.

- Assessor completes review and final adjustments made for real property no later than **February 18, 2024**.
- Assessment notices mailed by **February 21, 2024** (Contractor shall pay postage).
- Informal hearings will begin no later than **February 26** and end by **March 15, 2024**. The Contractor Completes all Field Work resulting from hearings before **March 28, 2024**.
- Notices of results finalized after the informal hearings are to be mailed out, computer file is updated and final property record cards printed no later than **April 11, 2024**.

### **Assessment Date**

The completed appraisals, upon approval of the ASSESSOR, will serve as a basis for assessments, effective December 31, 2023.

### **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.

### **PAYMENT SCHEDULE**

#### **Periodic Payments**

Payments shall be paid in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The TOWN , upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment

Review on the December 31, 2023 Certification in accordance with insurance provisions of this contract.

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

### **Suggested Schedule and Percentage of Completed Work**

The Schedule is to be provided by the CONTRACTOR and approved by the TOWN.

#### **% OF TOTAL STAGES OF COMPLETION PROJECT COST**

- Planning & Organization
- Data Collection Building Permits
- Data Collection Sales Inspections
- Residential Analysis and Valuation
- Commercial Analysis and Valuation
- Field review
- CAMA Software (optional)
- Informal Hearings Notices & Interviews
- Project finalization
- TOTAL

### **RESPONSIBILITIES OF CONTRACTOR**

#### **GOOD FAITH**

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the TOWN, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

#### **PUBLIC RELATIONS**

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the TOWN 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 and property owner groups as a means of establishing understanding 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 shall be approved by the ASSESSOR prior to release.



## **CONDUCT OF COMPANY EMPLOYEES**

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

## **RECORDS**

### **General Provisions**

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN.

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

### **Records are TOWN Property**

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the Town shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

- Tax Assessor's Maps
- Land Value Maps
- Materials and Wages, Cost Investigations and Schedules
- Property Record Cards with final valuations and separate sketch cards, (if any)
- Sales Data
- Capitalization Rate Data
- Depreciation Tables
- Computations of land and building values
- All forms of correspondence including letter or memoranda to individuals or groups explaining methods used in appraisals
- Operating statements of income properties
- Duplicate of hearing determination notices
- Duplicate notice of valuation change
- All property record cards, software and documentation for the complete operation of the CAMA System, if that option is chosen; with integration to the administrative system in place at that time.

In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the CONTRACTOR shall be available by CONTRACTOR for public inspection in the ASSESSOR'S office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Rhode Island General Statutes.

## **ASSESSOR'S RECORDS**

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use.

The ASSESSOR will permit CONTRACTOR to use information on residential and commercial field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools to verify the accuracy of the information.

### **Tax Assessor Maps**

The ASSESSOR will provide three (3) sets of Plat Maps to the CONTRACTOR. These will be used by the company to identify properties, plot sales and delineate neighborhoods. These maps will become TOWN property at the conclusion of the project.

### **Property Record Cards**

Prior to commencement of project, CONTRACTOR shall print out, or create an electronic static file, a Property Record Card, of all parcels in the current CAMA system for ASSESSOR Office use only. After the completion of this project, the CONTRACTOR shall create two (2) full sets of property record cards, OR electronic file, with the updated values in PDF format for ASSESSOR use only. These sets of PRCs shall be created by the CONTRACTOR.

**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.

### **Sketches**

For Building Permits, 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.

## **ASSESSMENT NOTICES**

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the new valuation and showing the previous assessment that was placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR. CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Tax Assessor and/or Board of Assessment Review. Such notices shall be subject to approval by the ASSESSOR in accordance with Rhode Island General Statutes. For properties adjusted by the COMPANY during the hearing process, a second notice shall be sent to the owner of the property with the new adjusted value, by first class mail, at the expense of the COMPANY.

The Company shall be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

## **INFORMAL PUBLIC HEARINGS**

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient qualified personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by March 15, 2024.

CONTRACTOR shall keep a record of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR when warranted shall re-inspect properties to insure accuracy. Any such re-inspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by CONTRACTOR. CONTRACTOR shall, at its expense by first class mail, notify each taxpayer that has appeared at an informal public hearing of the results said notice of results to be approved by the ASSESSOR.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the ASSESSOR and/or Board of Assessment Review.

### **Board of Assessment Review**

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any deliberations of the Board of Assessment Review held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Review on the December 31, 2023 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

### **LITIGATION**

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the December 31, 2023 Grand List assessments for up to Five (5) days at no charge. After the initial Five (5) days, a per Diem rate of \$\_\_\_\_\_ and \$\_\_\_\_\_ per Diem for Residential, Commercial/Industrial properties shall be charged. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

### **INFORMATION**

#### **Information to TOWN**

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Review on the December 31, 2023 Grand List, without any additional cost to the TOWN.

## **BUILDING COST SCHEDULES**

### **General**

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules AND THE METHODOLOGY USED TO PRODUCE THEM. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and exempt properties. 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 adoption and usage by CONTRACTOR.

### **Types of Cost Schedules**

#### **Residential**

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall 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, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, studios, in-ground swimming pools, pool houses/cabanas, barns, generators, outdoor showers, sheds, tennis courts, greenhouses, gazebos, solar panels and hot tubs.

#### **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.

#### **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.

## **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.

## **Depreciation Schedules**

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

## **Schedules for TOWN**

CONTRACTOR will supply and leave for the TOWN not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the TOWN'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.

## **APPRAISAL SPECIFICATIONS**

### **Appraisal of Land**

CONTRACTOR shall appraise all land within the TOWN: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

### **Land and Value Study**

Land shall be valued on the basis of an analysis of all sales data and related sales verification forms occurring during the two-year period prior to December 31, 2023. 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 properties within the TOWN. All factors affecting the final values of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, form of ownership, non-conforming uses, amenities and zoning variances.

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 card.

## **Land Value Inspection**

CONTRACTOR will make a physical inspection of those that had sold or received a building permit during the last twelve (12) months, 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.

## **Land Value Units**

CONTRACTOR will prepare land unit values, subject to the approval of the ASSESSOR, by front foot, square foot, acreage or fractional acreage, or site value; whichever, in the judgment of the CONTRACTOR and ASSESSOR, most accurately reflects the market for the appraised land.

## **Land Value Map**

CONTRACTOR will delineate the approved land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the revaluation contract.

## **Neighborhood Delineation**

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. 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 codes shall be recorded and maintained on all property record cards and the computer database.

## **APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

### **Inspection**

The CONTRACTOR will inspect, (including interior when allowed) all qualified residential sales from January 1, 2022 to December 31, 2023, all qualified commercial sales from January 1, 2022 to December 31, 2023. Additionally, the CONTRACTOR will inspect all building permits determined by the assessor to require inspection (Approximately 700 permits).

### **Exterior Field Review**

All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously described in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

### **Digital Photos**

CONTRACTOR will take one (1) photo of all residential, commercial, and industrial buildings, inspected as a result of sale or building permit, to be imported into the approved CAMA system by parcel ID.

### **Pricing and Valuation**

Pricing and valuations of all land and buildings must reflect the true and actual value as of December 31, 2023 and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new 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 card.

## **APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES**

### **General**

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

### **Income Approach**

The appraisal of income producing properties relies heavily on the analysis of what a prudent investor would pay for a given property based on the income stream that the property could reasonably be expected to produce. The CONTRACTOR, at their own expense, shall mail to every commercial property and, where appropriate, owner-occupied properties where income could be a factor in the opinion of value, a questionnaire approved by the ASSESSOR, requesting the appropriate financial data for the previous two (2) years, income and expense data. Income and expense data gathered shall be utilized by CONTRACTOR to determine assessments 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 TOWN. All information filed and furnished with Income and Expense reports shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Rhode Island General Statutes. From these returns and other data sources, such as field investigations and



interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses. CONTRACTOR shall be responsible for entering all income data into the CAMA system.

## **Review**

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

## **CONTROL AND QUALITY CHECKS**

### **Field Checks**

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

### **Building Permits**

The ASSESSOR shall screen and make available to CONTRACTOR all building permits or copies thereof judged to require inspection and issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in CONTRACTOR'S appraisals.

### **Incomplete Construction**

CONTRACTOR shall code as unfinished construction all property cards which appear to have incomplete improvements on the December 31, 2023 Grand List. The property record card shall show the percentage of completion, based upon a schedule approved by the ASSESSOR, and reflect the percentage of completion as of 12-31-2023.

### **Sales Analysis**

All properties that have sold during 2023 shall be inspected for verification of attributes and qualification as a sale used in the valuation process. Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of

variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

### **Performance Based Revaluation Standards**

All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Rhode Island Office of Policy and Management in accordance with Section 12-62i of the Rhode Island General Statutes.

## **RESPONSIBILITIES OF THE TOWN**

### **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, taxable or tax exempt, shall rest with the ASSESSOR.

### **Cooperation**

The ASSESSOR, TOWN and TOWN employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

### **Items Furnished by the TOWN**

The TOWN shall furnish or make available the following:

#### **Maps**

The TOWN shall furnish one (1) set of the most up-to-date TOWN Tax Assessors Maps showing street, property lines, boundaries and parcel identification numbers.

#### **Land Dimensions**

The TOWN 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.

#### **Zoning**

The TOWN shall make available current TOWN zoning regulations and zoning maps.

#### **Existing Property Record Cards**

The TOWN will make available the present property record cards.

### **Property Transfers**

The Town shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall update the revaluation database as necessary.

### **Building Permits**

The TOWN shall make available all building permits, copies or insure that all building permits issued during the course of the revaluation project are on the property record card, during the course of the revaluation project up to December 31, 2023. All building permits shall be returned to the TOWN.

### **Signing of Communications**

The TOWN shall sign, by the ASSESSOR or Assessor's designee, 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 commercial or industrial properties.

### **Mailing Address**

The Town shall make available, through the ASSESSOR'S Office, the current mailing address and other relative data that exists on the administrative program for all property owners.

### **Media**

The Town shall have information above available electronically for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

### **Obligation to Keep Current**

The TOWN shall continuously and currently update the information specified above.

### **Sales Information**

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## **TRAINING**

**Amount of Training:** If the Town chooses to change CAMA systems, the CONTRACTOR shall provide a minimum of twelve (12) hours of direct training to the TOWN assessment personnel, both during and after the completion of the contract, in the use of all aspects of the new system.

**Personnel:** The ASSESSOR shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.

**Location:** All training shall take place on the TOWN's computer hardware within the TOWN, unless both the TOWN and CONTRACTOR agree to an alternate training site or computer hardware.

**Documentation:** CONTRACTOR will provide a detailed user manual for their CAMA software if provided.

## **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 1, 2024. 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, 2023.

This information and/or appraisals and records shall not be made public until after 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 Revaluation of properties covered by this contract shall meet or exceed the standards as outlined in the Rhode Island Performance Based Revaluation Standards and Certification of Revaluation, shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR. 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.

CONTRACTOR shall provide a weekly progress report beginning with the commencement of the project and shall continue till the final delivery. These reports shall at the minimum provide a summary of the week's activities, where data

collectors have been and shall be in the coming week, percentage of project completed, and a reference to the time table as far as whether or not the project is on time.

**BID FORM**

**REQUEST FOR PROPOSALS: STATISTICAL REVALUATION PROGRAM  
FOR 12/31/23 ASSESSMENT DATE**

Pursuant to and in compliance with the INVITATION TO BID, GENERAL CONDITIONS, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned Bidder hereby states that he/she (they or it) has carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirements, terms and conditions thereof, all of which are acknowledged to be part of the **BID PROPOSAL**.

Further, he/she has become familiar with local conditions and the extent of work; has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the work as required; and hereby agrees to perform the Contract in strict accordance with the **CONTRACT DOCUMENTS** within the time frame set forth herein.

**The undersigned Bidder hereby agrees that the BID PROPOSAL submitted shall remain in effect and binding upon the Bidder for a period of 90 calendar days, from the date and time Bids are received.**

The undersigned Bidder declares that his/her BID PROPOSAL in all respects is fair and made without collusion with any other person, firm, and/or corporation making a proposal for this Work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within 15 calendar days from the date of said Notice Of Award.

**\*NOTE: BIDDER MUST SUBMIT BID IN DUPLICATE!!!!**

**TOTAL LUMP SUM BID PRICE :**

\_\_\_\_\_ \$ \_\_\_\_\_  
(written) (figures)

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FIN: \_\_\_\_\_  
(Federal ID Number)

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the TOWN OF NARRAGANSETT, RHODE ISLAND, as OWNER in the penal sum of (\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Narragansett, Rhode Island, a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form Of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a Performance Bond and a Labor and Material Payment Bond for his/her faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ Notary  
and \_\_\_\_\_ Principal  
Seal

By: \_\_\_\_\_ Notary  
and  
Seal

\_\_\_\_\_  
Surety

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
RELATING TO THE  
STATISTICAL REVALUATION PROGRAM FOR 12/31/23  
ASSESSMENT DATE**

**BETWEEN**

**THE TOWN OF NARRAGANSETT**

**AND**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Narragansett, hereinafter called the "CLIENT" or "TOWN" and \_\_\_\_\_, hereinafter called the "VENDOR" or "COMPANY".

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE 1 EMPLOYMENT OF THE CONSULTANT:** The CLIENT hereby employs the VENDOR and the VENDOR agrees to perform professional services hereinafter relating to the STATISTICAL REVALUATION PROGRAM for 12/31/23 Assessment Date.

**ARTICLE 2 RESPONSIBILITY OF THE CLIENT:** The CLIENT will furnish the VENDOR and shall assist him/her in obtaining from Town and State agencies and private individuals or companies such information and data as are available and pertinent to the work contemplated under this Agreement. The VENDOR shall have the right to rely upon such data and information that appears to be credible and shall not be responsible for any inaccuracies or deficiencies contained therein. In general, these responsibilities are further defined as:

**1. NATURE OF SERVICE**

It is clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the Assessor and all decisions as to property valuations, taxable or tax exempt, shall rest with the Assessor.

**2. COOPERATION**

The Assessor, the TOWN, and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees.

**3. ITEMS FURNISHED BY THE TOWN**

**A. MAPS**

The TOWN will provide two (2) sets of updated Plat Maps showing roads, property lines, and parcel identification numbers.

**B. ZONING**

The TOWN will provide current zoning regulations and zoning map.

**C. OFFICE SPACE**

The TOWN will provide suitable space in a TOWN building and will provide tables and chairs as required. **All other equipment and materials shall be provided by the COMPANY.**

4. **PROPERTY TRANSFERS**

The TOWN shall make available to the COMPANY the field cards, on a regular basis, for an updating of the information for all property splits and transfers occurring after the initial data collection.

5. **BUILDING PERMITS**

The Assessor shall screen and make available to the COMPANY a copy of all building permits issued during the course of the revaluation to determine that all new construction, additions, and remodeling have been included in the COMPANY's appraisals up to December 31, 2023. All building permits shall be returned to the Assessor.

6. **SIGNING OF COMMUNICATIONS**

The Assessor shall sign the communications to be mailed at the COMPANY'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 commercial or industrial properties.

7. Designate, when necessary, a representative authorized to act in this behalf with respect to the Project. The CLIENT shall examine documents submitted by the VENDOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the VENDOR'S services.
8. Furnish information required of him/her as expeditiously as necessary for the orderly progress of the Work.
9. Give prompt written notice if he/she becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

**ARTICLE 3 CHARACTER AND EXTENT OF SERVICES:** The VENDOR shall furnish the CLIENT the professional services in accordance with the Scope of Work items referenced within the Request for Proposals and/or as negotiated herein for each specific project.

**ARTICLE 4 COMPENSATION FOR PROFESSIONAL AND SUPPLEMENTAL SERVICES:**

Compensation to VENDOR for professional services shall be based upon and measured by the following elements which are set forth below:

1. For providing all of the professional services as described in Exhibit "A", the CLIENT shall reimburse the VENDOR in accordance with the approved compensation schedule which shall represent the full compensation for all of the required services.

2. In consideration of the performance of the services of appraising and related services described herein, the COMPANY shall furnish monthly detailed invoices for payment requests. The COMPANY shall provide monthly requisitions to the TOWN no later than the first (1<sup>st</sup>) calendar day of the month based on, and reflecting costs of, the work performed in the preceding month. The TOWN will retain ten percent (10%) of the amount of each payment. The work is to be completed in accordance with the timetable of operations established by the TOWN and COMPANY. All work shall be completed to the satisfaction of the TOWN. The COMPANY shall make available all work completed billed to the Assessor for inspection and approval. In its discretion, the TOWN may withhold payments in the event work completed by the COMPANY during any payment period is deemed to be unsatisfactory by the TOWN. The TOWN shall withhold 10 percent (10%) of the amount of each monthly invoice until such time as all work, review, corrections and hearing through final appeal have been completed to the satisfaction of the TOWN and all records have been completed and delivered to the TOWN. Final payment, including retainer, will be made upon acceptance by the TOWN of all completed work, with completed work being defined as the certification of the 2024 tax roll by the Assessor.
3. Supplemental Services. For performance of work beyond the Scope of Services as described in Exhibit "A", compensation shall be as set forth with following Schedule of Charges.

**Schedule of Charges**

A. **FEES:**

To be negotiated upon the actual Scope of Work.

B. **OTHER CHARGES:**

Consultants:

Consultant or other outside services such as, but not limited to, laboratory testing, boring contractors, etc., engaged by VENDOR pursuant to ARTICLE 6 for project services shall be billed at a negotiated amount billed to VENDOR.

Taxes:

Taxes such as, but not limited to, Value Added Tax (VAT), State Sales Tax, excise or gross receipts tax imposed on VENDORS' services shall be added to the compensation or fees. The taxes would not apply if waived through application of tax-exempt status.

4. Payment for these services shall be made monthly in proportion to the services performed as determined by the VENDOR and agreed to by the CLIENT. The monthly invoice will list tasks and percent completed to date. Payment will be based on the percentages complete for each task.
5. Balance outstanding more than sixty (60) days from date of invoicing shall bear interest at a rate of one (1) percent per month. The amount of interest charged shall not exceed twelve (12) percent per year. If the CLIENT fails to make any payment due VENDOR within sixty (60) days of the date of invoicing, the VENDOR may, after seven

(7) days written notice to the CLIENT, suspend services under this Agreement until the VENDOR has been paid in full amounts due it on account of services and expenses.

6. Failure to pay invoices within sixty (60) days from date of invoicing shall grant VENDOR the right to refuse to render further services and such actions shall not be a breach of any contractual agreement with the CLIENT.

**ARTICLE 5 REVISION OF WORK:** If, after the VENDOR has been authorized to proceed with the work under this Agreement, the CLIENT shall set aside the whole or any part of the VENDOR'S studies, drawings or specifications or shall make such changes in the requirements as shall necessitate redesigning and/or redrawing, the CLIENT shall pay the VENDOR as provided in ARTICLE 4 above for the work required by the redesigning and/or redrawing.

**ARTICLE 6 ADDITIONAL WORK:** If, during the performance of this Agreement, other or additional services are required in connection with this Agreement, the CLIENT may order the VENDOR to perform such other or additional services, payment to the VENDOR for same shall be as provided in ARTICLE 4 above. In order to be eligible for payment for any such other or additional services, VENDOR must receive, prior to commencement of the work the prior written authorization from CLIENT.

**ARTICLE 7 ABANDONMENT OF PROJECT:** If the CLIENT shall, at any time during the performance of this Agreement, deem it expedient or it shall become necessary for the CLIENT to abandon or involuntarily defer the Work under this Agreement or any part thereof before completion of the services to be rendered hereunder, the VENDOR shall be entitled to compensation for any uncompensated Work performed prior to such time. Payment to the VENDOR for same shall not exceed the negotiated fee set forth in ARTICLE 4 and shall be based upon the proportion of service completed as of the date of termination.

**ARTICLE 8 TERMINATION:** In the event that either party hereto shall default in its obligations substantially to perform in accordance with the terms of this Agreement, the other party may demand, in writing, that such default be cured within thirty (30) days. Where the defaulting party has failed to cure within the foregoing time frame, the other party may then terminate this Agreement by giving fifteen (15) days written notice of termination provided, however, that where compliance with the terms of this Article may put the terminating party in non-compliance with any federal or state law, regulation, administrative or court order, or any other legal requirement, then, in that event, the terminating party may terminate this Agreement by giving 48 hours written notice to the other party.

**ARTICLE 9 INDEMNIFICATION:** The CLIENT shall indemnify and hold harmless the VENDOR and the VENDOR'S agents and employees from any liability or claim arising out of the negligence of the CLIENT or his Agents, Servants, and independent Contractors in the performance of work contemplated under this Agreement. The VENDOR shall indemnify and hold harmless the CLIENT and the CLIENT'S agents and employees from any liability or claim arising out of the negligence of the VENDOR or his/her Agents,

Servants and independent Contractors in the performance of work contemplated under this Agreement.

**ARTICLE 10 LIFE AND LIMITATIONS OF THE AGREEMENT:**

- A. It is agreed that in the event that the VENDOR is required by CLIENT to appear in litigation and/or arbitration for or on behalf of the CLIENT, that it shall receive additional compensation therefore. Reimbursement for such services shall be as described in ARTICLE 4, Paragraph 3, SUPPLEMENTAL SERVICES.
- B. It is agreed that this Agreement shall remain in full force until the Work is completed and payment made therefore to the VENDOR, except that the indemnification as defined in ARTICLE 10 shall survive the contract.
- C. The VENDOR, in its preparation of construction cost estimates, uses its best judgment as a professional familiar with the construction industry. It is recognized that neither VENDOR nor the CLIENT has control over the cost of labor, materials, or equipment, over the VENDOR'S methods of determining bid prices, or over competitive bidding market or negotiating conditions. Accordingly, VENDOR cannot and does not warrant or represent that Bids received or negotiated prices will not vary from the original estimates that were provided to the CLIENT.
- D. During the term of this Agreement, VENDOR shall maintain insurance coverage in the types and amounts specified in Exhibit B, while it is hereby incorporated by reference and made a part of this Agreement.

Insurance certificates evidencing the above insurance coverage shall be provided by VENDOR within ten (10) calendar days of an acceptance of a proposal for professional services. In the event of cancellation of any of the insurance coverages contemplated by this Agreement, VENDOR will provide 48 hours written notice to the CLIENT. In the event of any change to any of the insurance coverage contemplated by this Agreement, VENDOR will provide not less than twenty (20) days prior written notice to CLIENT of any such change.

**ARTICLE 11 GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island.

**ARTICLE 12 SUCCESSORS AND ASSIGNS:** The CLIENT and VENDOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Neither the CLIENT nor the VENDOR shall assign, sublet or transfer any interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld.

**ARTICLE 13 NOTICES:** All notices required hereunder shall be given in writing to the parties certified mail, return receipt at the following address:

VENDOR

Town of Narragansett

James R. Tierney  
Town Manager  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882

**ARTICLE 14 CONSULTANTS' ACCOUNTING RECORDS:** Records of expenses and for services performed on the basis of a multiple of Direct Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CLIENT or his authorized representative for either review or audit at mutually convenient times.

**ARTICLE 15 OWNERSHIP AND USE OF DOCUMENTS:** Drawings, Reports, Specifications and other Documents prepared by VENDOR shall become the property of CLIENT.

**ARTICLE 16 EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the VENDOR and any other VENDOR or Contractor or material supplier on the Project, nor to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

**ARTICLE 17 DEFAULT OR BREACH OF CONTRACT**

In addition to any events of default described in the contract, each of the following events shall constitute a default or breach of this agreement:

If the COMPANY, or any successor or assignee of the COMPANY, shall file a petition in bankruptcy or insolvency, or for re-organization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against the COMPANY or if a receiver or trustee shall be appointed of all or substantially all of the COMPANY, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment

**ARTICLE 18 DELAYS AND PENALTIES**

The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court or other public authority. However, once a timetable has been established by the TOWN and COMPANY, failure by the COMPANY to complete all work prior to the dates specified, excluding hearings, shall be cause for a penalty to be assessed against the COMPANY at the request of the Assessor.

The amount of the penalty shall be \$200.00 per day for each day beyond the scheduled date of completion. For purposes of this penalty only, completion of all work, (excluding hearings through final appeal) is defined as follows:



Complete real property record cards with all measurements.  
Listing, pricing, review and final valuation.  
All applicable data being entered on computer.  
Assessment notices mailed and completion of informal hearings.

This penalty, if applied, shall be deducted from the contract price

The assessment of this penalty shall not preclude the TOWN from expressing any other rights it may have against COMPANY and shall not preclude the TOWN from seeking damages for the failure to complete the contract as scheduled.

#### **ARTICLE 19 COMPANY'S REPRESENTATIONS AND WARRANTIES**

- A. The COMPANY is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the COMPANY and its agents and employees are qualified to perform the duties contemplated under the CONTRACT.
- B. The COMPANY holds and will maintain in effect during the term of the CONTRACT, a currently valid RI Revaluation company certification.
- C. There are no actions, suits, proceedings, complaints or investigations pending or threatened against or affecting the COMPANY, at law or in equity, that have been initiated by any state or political subdivision for which the COMPANY has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the COMPANY on an exhibit executed by the undersigned and attached to and made a part of the CONTRACT.
- D. The COMPANY understands all the terms and conditions of the CONTRACT, including the Bid Specifications attached hereto and hereby agrees to adhere to the Contract Specifications which are hereby incorporated herein and made a part of the CONTRACT.

#### **ARTICLE 20 ENGAGEMENT OF THE COMPANY**

The TOWN hereby engages the COMPANY for the purpose of conducting, and the COMPANY hereby agrees to conduct, a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with the CONTRACT and BID SPECIFICATIONS. All such labor, records, materials, forms and supplies shall be in compliance with the requirements of the applicable RI General Statutes, ordinances and agreements of the TOWN, and court decisions in effect as of December 31, 2023. The rule of value shall be Fair Market Value. The Fair Market Value may be reduced by a uniform percentage to be determined by the TOWN.

**ARTICLE 21 STANDARDS OF SERVICE**

The COMPANY at all times shall act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in determining accurate and proper valuations, and shall not undervalue any land, building or other property to avoid or minimize its responsibilities to furnish competent representatives and witnesses to defend the valuations of the property appraised and/or the methods and techniques used by the COMPANY at public review session or in the event any action is commenced in any court with respect to the December 31, 2023 assessments.

The Company will perform all work in accordance with the IAAO Code of Ethics. All appraisals performed by the Company shall be conducted in accordance with USPAP standards as they relate to mass appraisal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

**CONSULTANT**

**TOWN OF NARRAGANSETT**

25 Fifth Avenue  
Narragansett, RI 02882

By \_\_\_\_\_

By \_\_\_\_\_

James R. Tierney, Town Manager

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Town Council Authorization:

Agenda Approval Date: \_\_\_\_\_

Approved as to form and legality

By \_\_\_\_\_

James M. Callaghan, Town Solicitor

**EXHIBIT A**

**SCOPE OF SERVICES**

1. This is an Exhibit attached to, made a part of, and incorporated by reference into the Agreement for Professional Services Relating to the “Statistical Revaluation Program For 12/31/23 Assessment Date” (hereinafter called the "Agreement") made on \_\_\_\_\_, 20\_\_\_\_ between the Town of Narragansett ("CLIENT") and \_\_\_\_\_ ("CONSULTANT") providing for professional services.
2. The complete Request for Proposals package entitled “STATISTICAL REVALUATION PROGRAM For 12/31/23 Assessment Date”, and the CONSULTANT'S proposal dated \_\_\_\_\_, 20\_\_\_\_ are included herein by reference and constitute the required Scope Of Work.

--End of Exhibit A--

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

In accordance with ARTICLE 10, Paragraph D, the CONSULTANT shall maintain the following insurance coverages during the entire period of this Agreement.

<u>Type</u>	<u>Amount</u>
Worker's Compensation	Per Statute
Employer's Liability	\$ 100,000.00
Comprehensive General Liability and Property Damage Liability	\$ 1,000,000.00
Automobile Liability and Property Damage Liability	\$ 1,000,000.00
Valuable Papers	\$ 150,000.00
Professional Liability	\$ 1,000,000.00

## **EXPERIENCE**

Each Bidder shall complete the following experience sheet. Any Bid submitted without a fully completed Experience Sheet may be rejected by the OWNER. The Bidder may attach supplemental statement of experience sheets at his/her option.

1. Have you ever failed to complete any work awarded to you?  
If so, state where and why.

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2. What projects similar to this one has your organization completed within the last five (5) years?

Type of Service	Contract Amount	When Completed	Name & Phone # of Contact Person
(1)	(2)	(3)	(4)

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_(Name of Contractor)

of \_\_\_\_\_

(Address of Contractor)

as Principal, hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Narragansett, Rhode Island, called the Obligee, in the full penal sum of Dollars (\$ \_\_\_\_\_), in lawful money of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written Contract with said Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the

\_\_\_\_\_ which Contract, together with all Contract Documents now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform, and execute all the terms, conditions and stipulations of said Contract according to its provisions on his/her or its part to be kept and performed and shall indemnify and reimburse the Obligee for any loss that it may suffer through failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said Contract, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract or in the Work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of said Contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors,

administrators, successors or assigns from liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

AND PROVIDED FURTHER THAT NO ACTION, suit, or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within three (3) years from the expiration of the guaranty period provided in the Contract, whether the Work be completed by the Principal, or Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have SIGNED AND SEALED this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (S)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT:

Surety companies executing Bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.



**NOTICE OF AWARD**

TO: \_\_\_\_\_

**PROJECT DESCRIPTION: STATISTICAL REVALUATION PROGRAM FOR  
12/31/23 ASSESSMENT DATE**

The OWNER has considered the BID submitted by you on \_\_\_\_\_  
for the above-referenced WORK in response to its Invitation to Bid and Standard &  
Special Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amounts  
shown in the Bid Schedule.

You are required by the Standard Instructions To Bidders to execute the Agreement and  
furnish the required PERFORMANCE BOND, and Certificates Of Insurance within  
fifteen (15) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BOND within fifteen (15) days  
from the date of this NOTICE, said OWNER will be entitled to consider all your rights  
arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture  
of your BID BOND. The OWNER will be entitled to such other rights as may be granted  
by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the  
OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF NARRAGANSETT, RHODE ISLAND  
OWNER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Agenda Approval Date: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by  
this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
PROJECT: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK by April 15, 2024.

TOWN OF NARRAGANSETT, RHODE ISLAND  
OWNER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_