REQUEST FOR PROPOSAL

Bid: 21-076 RFP – Real Estate Appraisal Services

Available: October 12, 2021

Question Deadline: October 26, 2021 at 4:00 PM
Email questions to bidinfo@pueblo.us

Submittal Deadline: November 2, 2021 at 2:30:00 PM (MT)

REQUIRED SUBMITTALS

	Proposal Cover Sheet and Signature Page (Pages 2-3)
	Proposal (Follow Format in Section 1) Table of Contents Certificate of Good Standing & Registration with SAM.gov Submittal Summary Disclosures Statement of Qualification Project Approach & Timeframe Proposed Fee Schedule
	Completed Specification Exceptions Form (Appendix A)

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PROPOSAL COVER SHEET & SIGNATURE PAGE

Bid No. & Name:	**21-076 RFP – Real Estate Appraisal Services** (Must be shown on outside of submittal package and on any correspondence)
Submit Questions to:	BidInfo@pueblo.us Questions can be submitted up to 4:00 PM on October 26, 2021. **Any questions received after that time will not be addressed.**
RFP Submission Deadline:	**November 2, 2021 at 2:30:00 PM (MT)** Late submittals will **not** be accepted; Proposers are responsible for timely submittal Purchasing Department hours are 7:00 AM to 4:00 PM
Submit Electronic Proposals to:	All proposals shall be received electronically in PDF format at onlinebids@pueblo.us. Proposers must enter the following in the subject line of the email: **"SEALED PROPOSAL 21-076 – *Your Company Name.*"** Submittals will be opened no sooner than the Submission Deadline. Note: If you would like a copy of the submittal summary, a copy will be posted on the Purchasing Department website within 24 hours of the opening.

The City of Pueblo ("City") is requesting proposals from qualified consultants to provide real estate appraisal services to the City of Pueblo Department of Housing and Citizen Services ("DHCS"), Department of Public Works, Department of Planning and Community Development, and other City departments as needed, in accordance with all the terms and conditions contained in the Scope of Services (Section 2). Proposer shall furnish all personnel, supervision, management, administration, equipment, materials, and/or transportation necessary to perform these services.

A scored evaluation will be conducted for each submittal and award will be made to the Proposer whose proposal is determined to be the most advantageous to the City of Pueblo considering the evaluation factors set forth in Section 2. A scored evaluation will be conducted for each Proposal received. The Consultant must be able to demonstrate their ability and experience to provide this type of service. Proposers are urged to read the attached solicitation documents thoroughly before submitting a proposal.

The City reserves the right to reject any and all proposals for any or all items covered in the Request for Proposal (RFP), to waive informalities or defects in the RFP documents and/or proposals or to accept any submittal as it shall deem to be in the best interest of the City. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

Disclaimer

The City provides all non-construction solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) and on the City's website, www.pueblo.us/purchasing. Proposers can also choose to register with RMEPS to get notifications automatically emailed to them for a nominal annual fee. Additionally, interested parties may visit the Purchasing Office during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the RFP documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their proposal may be rejected.**

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All goods and services shall be provided at the rates set forth in submitted proposal or as negotiated by all involved parties.

Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non-responsive. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference.

The City of Pueblo may be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. **Submittals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and will not receive consideration for award.** (Refer to Section 4.3.5.)

The undersigned further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party. The undersigned further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

No provision is made in this document for preferences or set-asides for minority-owned, woman-owned, or small businesses. It is, however, the policy of the City to make a special effort to encourage minority-owned, women-owned, and small businesses to participate in the bidding process. Please indicate if your company meets any of the following categories:
____Minority-Owned Business ____Woman-Owned Business ____Small Business ____ Veteran-Owned Business

Please confirm how your document was obtained:

____Rocky Mountain E-Purchasing ____City Purchasing Website ____Email from Purchasing Department
____Other (please explain)_____

<u>MANDATORY</u> – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

Authorized Signature	Signer's Printed Name/ Title
Signer's Phone	Signer's Email
Secondary Company Contact	Contact's Printed Name/Title
Contact's Phone	Contact's Email
Company Name	Company Website
Company Street Address	Company City, State, Zip
DUNS No.	TIN

SECTION 1. PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below must be included with all proposals. Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by the City. Please attach your responses to these items to the Proposal Cover Sheet and Signature Page. Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

This is a qualification and cost-based procurement process. Proposers must have documented experience of similar projects and qualified personnel who are capable of providing the required services. Proposer's qualifications and intended approach to the project are a major portion of the evaluation process. Proposers are encouraged to submit their most favorable proposal and as much detail deemed necessary for the City to determine the qualifications of the Consultant.

1.1 Proposal Cover Sheet

The Proposal Cover Sheet and Signature Page (pages 2-3) must be completed and returned with the proposal. Failure to return the signed Cover Sheet is grounds for the City to reject a proposal.

1.2 Table of Contents

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the Request for Proposal and must include all the items set forth in this section of the RFP.

1.3 Certificate of Good Standing & Registration with SAM.gov

- Proposer must attach a Certificate of Good Standing from the state wherein Proposer was organized. For Colorado the certificate can be downloaded at: https://www.sos.state.co.us/biz/BusinessEntityCriteria.do.

- If your company is registered with SAM.gov please provide a copy of the registration/confirmation. If you have not yet registered with SAM.gov, you are NOT required to register unless awarded a project with the City of Pueblo. Note: The SAM.gov registration is FREE; do not pay for a secondary company to register your company with SAM.gov. Please contact bidinfo@pueblo.us for details.

1.4 Submittal Summary

A letter providing the following information must be submitted with the proposal. The letter must include:

- A statement of the Proposer's understanding of the services needed to successfully complete the project.

- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax numbers, e-mail addresses, and telephone numbers).

- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

1.5 Disclosures

Disclose any professional or personal financial interest, which could be a possible conflict in providing products and services to the City. If not applicable, please make a brief statement indicating that.

1.6 Statement of Qualification

All firms responding to this request must demonstrate prime personnel, sub-consultants, and team members qualified to perform the services detailed in this RFP. Proposer shall provide documentation for demonstrated experience of other projects that are similar in scope and size to this project including the following:

- The primary firm's name, address, phone number, email address, and primary contact person. Basic firm information, including the year the prime consultant's firm was formed.

- Provide a brief history and overview of your company including the year the Proposer and/or its personnel became qualified as an appraiser in Colorado.

- Identify the key individuals from your firm who will be the key contact for this project. Describe their professional qualifications, availability for this project, and experience on similar projects (similar in size and scope). Only individuals who will actually work on this project should be identified.

- Describe background and capabilities in dealing with the various local, state, and federal agencies that may be involved in the project.

- Provide a minimum of three (3) references that are using your services, similar in scope to the City of Pueblo's requirements. Include the agency name, contact person, current telephone number, email, years of service provided, and a description of the project for all clients and projects listed as a reference.

- Submit copies of all licenses, permits, and registrations required by federal, state, and local regulations, rules, and statutes.

- If your company does business within the City of Pueblo, please provide a copy of your business license. If not currently licensed to do business within the City, the awarded firm will be required to apply for a business license upon award.

1.7 <u>Project Approach & Timeframe</u>

- Include a detailed statement of the Proposer's understanding of the project goals.

- Outline the number of days needed for the firm to complete the appraisal after given notice to proceed.

- Provide information pertaining to how your firm intends to manage the tasks as outlined in Section 2.
  - Demonstrate a clear methodology and approach to meet the needs of this project
  - Outline processes and procedures to meet the project goals
  - Indicate a sound understanding of adherence to proposed timeframe

1.8 <u>Proposed Fee Schedule</u>

- Submit a fixed fee schedule for providing appraisal services, additional hourly charges for litigation services, and per diem charges for expert testimony (if required – See Article 6 of Sample Agreement).

- The appraisal fee shall include all expenses incurred by the appraiser to complete the appraisal for all properties.

(Continue to next section.)

SECTION 2. DETAILED SCOPE OF SERVICE

2.1 General

The Scope of Service as shown below primarily includes services required for the City of Pueblo Department of Housing and Citizen Services (DHCS); however, the Agreement may be utilized by the Department of Public Works, the Department of Planning and Community Development, and other City departments on an as needed basis. Awarded Appraiser shall verify Scope of Service with each requesting City department as real estate appraisal services are requested. The following Scope of Service shall primarily be utilized for the City's DHCS.

2.2 Background

- In the course of its operations, the City buys and sells real estate in support of neighborhood revitalization projects, public infrastructure projects, construction of City facilities, and other community support initiatives and programs. Appraisal services may be required incident to these transactions and work performed under the Agreement will inform and facilitate the City's real estate transactions.

- The primary department requiring services under this Agreement is DHCS, which receives federal funding through the U.S. Department of Housing and Urban Development for the purpose of neighborhood revitalization. Revitalization may take the form of real estate development. The purpose of projects undertaken by DHCS is the stabilization of neighborhoods through the purchase, development, rehabilitation, and disposition of foreclosed or abandoned and blighted properties. Unique additional documentation or procedural requirements may be placed upon projects using federal funds as specified herein.

2.3 Minimum Qualifications & Requirements

- Experience providing appraisals for public agencies within the last three (3) years. Please provide a minimum of three (3) references including agency name & location, contact person, agency phone number, and contact person's email address.

- Possess a current Certified General Appraiser Certification issued by the State Board of Real Estate Appraisers and membership in good standing in one of the following nationally recognized appraisal societies: American Institute of Appraisers; Members Appraisal Institute (MAI); Society of Real Estate Appraisers; Senior Real Property Appraisers (SRPA); National Association of Independent Fee Appraisers; Independent Fee Appraiser Senior (IFAS); National Society of Real Estate Appraisers; and/or a Certified Real Estate Appraiser (CRA).

- Possess and maintain all required licenses necessary to conduct business in the City of Pueblo and the State of Colorado. All licenses must remain current for the duration of Agreement.

- When federal financial assistance is intended to be available for the acquisition of the properties or the project, the real estate appraisal under this RFP shall conform and comply with all applicable Federal and State requirements, standards, orders, and regulations that are associated with the acquisition of the real property for a program or project for which federal financial assistance will be available to pay all or any part of the cost of such program or project including, without limitation, 49 CFR Part 24.

- The awarded proposer shall be subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity), and all other federal, state, and municipal law. All Proposers are advised that the work will be accomplished contingent upon funding availability. Award does not guarantee any minimum or maximum amount of work

- The appraisal shall estimate the fair market value of the property as of the specified date of valuation for the proposed acquisition of the property rights specified (i.e., fee simple, etc.) for a federally assisted project.

- Appraisals shall use the definition of "Reasonable or fair market value" which means the fair, actual cash market value of the property. It is the price the property could have been sold for on the open market under the usual and ordinary circumstances; meaning circumstances where the owner was willing to sell and the purchaser was willing to buy but neither was under an obligation to do so.

- City shall be the primary user of the report; however, the City's funding partners may review the appraisal as part of their program oversight activities.

- By law, appraisal reports may become public documents that may be made available to the public upon request. Appraisals shall not contain any language that restricts public use. If the report contains use-restricting language, the language will not apply.

2.4 <u>Scope of Services</u>

2.4.1 When federal funds are utilized, provide an appraisal meeting the definition of an appraisal found at 49 CFR § 24.2(a)(3) and meeting all other requirements found in 49 CFR § 24.103.

2.4.2 Obtain consent of the property owner to inspect the property and afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.

2.4.3 Perform an inspection of the subject property as appropriate for the type of appraisal and property.

2.4.4 Appraisal report should address:

- Inspection and description of the neighborhood and proposed project area.
- Extent of the subject property inspection including interior and exterior areas.
- The level of detail of the physical characteristics of the property being appraised.

2.4.5 <u>Appraisal Report Requirements</u>

- Date of the appraisal report and the date of valuation
- Location
- Zoning
- Present use
- At least a 5-year sales history of the property
- Title information
- Sketch of the property and provide location/dimension(s) of any improvement(s)
- Adequate photographs of the subject property, comparable sales, and mapped diagram of property in relation to comparable sales
- Property right(s) to be acquired, e.g., fee simple, easement, etc.
- Appraised as if free and clear of contamination (or as specified)
- Known and observed encumbrances (if any)
- Relevant market information. In developing the appraisal report, disregard any decrease, or increase, in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project.
- Appraiser's opinion of highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market based highest and best use.
- Appraiser's analysis, opinions, and conclusions

- Appraiser shall state all relevant assumptions and limiting conditions

2.4.6 The City may request a report of other assumptions and conditions that may be required for the particular appraisal assignment including (but not limited to):

- The need for soil studies, potential zoning changes, etc.
- Appraisal of property "As Is" or subject to repairs/corrective action
- Any information on property contamination

2.4.7 Consultant shall provide delivery date of appraisal at time of request. Timeframe for completion shall be as standard for real estate purchase contracts with lenders.

2.4.8 All reports requested by DHCS shall be submitted in PDF format by email to Bryan Gallagher, Director of Housing and Citizen Services at bgallagher@pueblo.us. Submission of reports requested by other Departments will be coordinated with that Department. All reports must be formatted to be easily printed.

2.5 <u>Agreement</u>

2.5.1 The City reserves the right, at City's option, to request the removal and replacement of Proposer's assigned Appraiser when it is in the City's best interest. Within two (2) days of receiving City's request for Appraiser removal and replacement, Proposer agrees to assign an Appraiser that the City deems acceptable. The Proposer also agrees to notify City in writing within two (2) days of any resignation or termination of the Proposer's assigned Appraiser from Proposer's Firm.

2.5.2 The negotiations of the actual fee for services shall occur at the time those services are requested but shall not exceed the amounts set forth in the Proposed Fee Schedule. If a price cannot be agreed upon between the City and the Appraiser, negotiations may be terminated and the City may select another Proposer or a new procurement action may be initiated.

2.5.3 The award of this project shall result in an agreement for three (3) years, following all provisions within this RFP and any consequential addenda or agreements. Agreement may be renewed in two (2) successive one-year periods by mutual agreement in writing and signed by all parties.

2.5.4 Consultant shall honor fee schedule submitted with proposal for the entire term of the agreement and any subsequent addenda.

2.5.5 Agreement may be utilized on an as needed basis by City Departments other than DHCS following the same conditions as listed in this RFP and the subsequent agreement at the same cost as the Proposed Fee Schedule. If alternate Department requests alterations to Scope of Work, a quote for service shall be provided and approved by the requesting Department prior to start of service. Note: Other City Departments may require alternate documentation for compliance with the specific program or funding source requirements. Those Departments will also issue new Purchase Orders for each request and provide alternate billing information.

2.5.6 City reserves the right to formally or informally bid for any services listed in Scope of Work on an as needed basis if selected Appraiser is determined by the City not to have adequate experience with residential/commercial/vacant land/or other property; depth of qualifications for specific research or appraisal; knowledge of neighborhood, area, region; etc. as project specifics are determined by City.

(Continue to next section.)

SECTION 3. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL, AND AWARD

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of a written Notice of Award to the selected Proposer.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and which Proposer shall be considered for award as deemed to be in the best interest of the City. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75% or higher.

The City may conduct such investigations as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications, and financial ability of any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted below are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposers shall be rank ordered with the first ranked Proposer being considered the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

Evaluation Criteria: The City of Pueblo shall evaluate proposals based upon an overall best value determination with the criteria listed below in relative order of importance:

- Statement of Qualifications & Experience 40%
- Project Approach & Timeframe 40%
- Proposed Fee Schedule 20%

Interviews - Submittals will be reviewed and the committee will select a preliminary list of Proposers whose submissions appear to satisfy the requirements of this request. Preliminary listed Proposers will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must be in attendance at the interview.

Waiver and Release - By submitting a proposal, the Proposer authorizes the City to obtain information concerning the Proposer's performance on other projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting its proposal, the Proposer and sub-Consultants also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance on prior projects. In order to effectuate the intent of this clause, each Proposer may be required by the City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

The City shall then determine whether the Consultant proposal with the highest ranking can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal is necessary, the Proposer shall be notified, and the negotiation process will begin. Should the City be unable to negotiate an acceptable service agreement with the highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposer. This process shall continue until a satisfactory service agreement is negotiated or until all negotiations with qualified ranked Proposers is exhausted. The City shall be the sole judge in determining when negotiations are to be concluded.

SECTION 4. GENERAL REQUIREMENTS & INFORMATION

4.1 Proposal Information, Requests for Clarification, Omissions, and Addenda

All proposal solicitation documents are posted on the City's Purchasing Department website and on Rocky Mountain E-Purchasing System. Any changes or revisions to our published solicitation documents will be through written addendum posted on both of these websites. It is entirely the Proposer's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any Addenda that may be available.

Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the proposal shall secure clarification from the Purchasing Contact at least seven (7) days prior to the time of the opening date given above.

It is also the Proposer's responsibility to make email, written or fax inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to the Purchasing Contact listed on the first page of the RFP at least seven (7) days prior to the date of submittal openings and must indicate the Bid Number on the subject line. **Questions presented after this time will not be accepted or answered.**

4.2 Allegation of Misunderstanding

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their proposal. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the submittal deadline. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

4.3 Preparation of Proposal

4.3.1 Submission: It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.

4.3.2 References: The City of Pueblo may request a list of at least three references from other companies for which the Proposer has provided same or similar goods and/or services. Consultant's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the Agreement after the announcement of the apparent successful Proposer in order to complete its investigation. The City reserves the right to reject any proposal or to reject all proposals at any time prior to the City's execution of Agreement, upon good cause and upon the City's finding that it is in the City's best interest.

4.3.3 Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated on the Exception Form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

4.3.4 Payment Terms: The City's standard payment terms are Net 30; terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

4.3.5 Taxes: The City is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this Agreement and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable to the Agreement. The City is not responsible for providing assistance in obtaining any tax exemption.

4.3.6 Exception to Specifications: Proposers are to state any exceptions taken to this RFP on the Exception Form, Appendix A. If no exceptions are stated, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP.

4.3.7 Patent Indemnity: If any item furnished pursuant to any Agreement resulting from this RFP shall be covered by any patent, copyright, or application for patent or copyright, the Proposer shall defend, indemnify, and save harmless the City from any and all loss, cost or expense or any and all claims, suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

4.3.8 Confidentiality: Each proposal shall be open to public inspection, except to the extent the Proposer designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Consultant**. Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

4.3.9 The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the Proposal Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City of Pueblo and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included in and become a part of the final agreement.

4.3.10 Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the proposal must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.

4.3.11 When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

4.4 Written Agreement

The selected Proposer shall be required to enter into an agreement with the City; in substantially the same form attached hereto as the City's Agreement (see "Sample Agreement" – Appendix C). The Proposer will be required to comply with all applicable Federal and State Standards, orders, and regulations. Proposers must identify in their responsive submittal any provisions of the Agreement form that they request be modified, together with the proposed modification language. Signature on the RFP Response Cover Sheet & Signature Page shall serve as an acknowledgement that the proposer is willing to enter into the referenced agreement with the City of Pueblo if their Proposal is accepted.

4.5 Colorado PERA Questionnaire

At time of award, the Proposer shall fill out the questionnaire and submit the completed form to the City as part of the agreement whether PERA applies to them or not. In accordance with the PERA form (available at https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form), and if this applies to the Proposer, and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

4.6 Rejection of Proposal

No Proposal shall be accepted from, or agreement awarded to, any person, company or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that

may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

4.7 Proposal Ownership/Confidentiality

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (Open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked, and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting Agreement cannot be considered confidential. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (Open) Records Act.

4.8 Suspension and Debarment

Proposer acknowledges that as of the solicitation submittal date, neither the Proposer/Consultant, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Consultant, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Proposer/Consultant, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

4.9 Equal Opportunity

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all Proposers shall meet and comply with the following provisions which shall be contained in all municipal Contracts/Agreements:

4.9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Consultant will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. *Areas of employment* shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a Consultant ineligible for a municipal Contract/Agreement award and ineligible to participate in the work for which a municipal Contract/Agreement award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

4.9.2 Federal requirements govern. Whenever the provisions and requirements of this Section (or in any of the specifications) conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such Contract/Agreement under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

4.10 Statement of Noncommitment

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City of Pueblo to award an Agreement. The City of Pueblo reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become property of the City.

4.11 Disqualification of Proposal

The City reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

4.11.1 The Proposer has failed to comply with previous contractual commitments or bids to the City.

4.11.2 In the opinion of the City, the Proposer is not capable of providing the offered goods and/or services as offered/required by the RFP or is otherwise not responsible.

4.11.3 The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the bid/proposal.

4.11.4 In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

4.11.5 The Proposer failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.

4.11.6 The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.

4.11.7 There are unauthorized additions, conditions, alternate bids/proposals, or other irregularities of any kind, which might make the bid/proposal incomplete, indefinite, or ambiguous in meaning.

4.11.8 The Purchasing Agent determines that a proposal contains any misrepresentations whatsoever.

4.12 Minor or Technical Irregularities

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality, or quantity; clerical errors in a proposal may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

4.13 Proposal Evaluation & Analysis

The City reserves the right to analyze, examine and interpret any proposal for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

4.14 City of Pueblo Licensing Requirements

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix B.

4.15 Insurance and Indemnity

By signing the Proposal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 8 of the attached sample agreement (Appendix C) and agrees that they are in compliance, or will be upon award of the agreement, with these provisions. Note: Professional Liability insurance may be required upon award.

4.16 State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work

By signing the Quotation Record, Consultant acknowledges that they have read Section 12 of the attached sample agreement (Appendix C) and agrees that they are in compliance with these provisions.

4.17 Contact Persons

Consultant shall designate two people (the primary contact and an alternate) responsible for the project under this Agreement. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

4.18 Invoices and Payments

The Consultant shall submit an accurate invoice for each phase or as approved for partial payment by Project Manager. Invoices shall refer to the City's Purchase Order Number and shall be itemized unless otherwise specified in this RFP. Invoices are to be emailed to Bryan Gallagher, Director of Housing and Citizen Services, bgallagher@pueblo.us. Invoices mailed or provided to any other entity will result in a delay in making payment. Consultants are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the City's Finance Department, Accounts Payable at 719-553-2648.

4.19 Default/Termination for Cause

4.19.1 If, through any cause, the Consultant fails to fulfill the obligations under any Agreement resulting from this RFP in a timely and proper manner, or if the Consultant violates any of the covenants, agreements or stipulations of such Agreement, the City shall notify the Consultant of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the Agreement and any or all other current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Consultant specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

4.19.2 If an Agreement resulting from this RFP is canceled, the Consultant shall not be relieved of liability for damages caused by its breach of the Agreement. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Consultant, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Consultant may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

4.20 Termination for the Convenience of the City

The City may terminate any Agreement resulting from this RFP, at any time, by providing the Consultant with a thirty (30) day written notice of such termination. In such event, the Consultant shall be paid under the terms of the Agreement for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

4.21 Termination for Lack of Appropriations

Funding for the Agreement resulting from this RFP must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the Agreement resulting from this RFP, continuation of the Agreement beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Consultant. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final.

(Continue to next page)

SPECIFICATION/AGREEMENT EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

If your proposal does not meet all of our specifications, you must state so on the spaces provided below**:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Proposals for goods and/or services not meeting specifications may be considered by the City. However, all deviations must be listed above. (Must check one (1) response below.)

I DO NOT meet specifications, as listed on this RFP: exceptions are stated in the spaces provided above. ☐

I DO meet specifications ☐

Signed:_____ Firm Name:_____

Printed Name and Title: _____

Charles B. Hernandez
Director of Finance

Valerie A. Palumbo
Tax Audit Manager

city of PUEBLO colorado

Sales Tax Division

One City Hall Place
Pueblo, CO 81003

(719) 553-2659 – Phone
(719) 553-2657- Fax
salestax@pueblo.us

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

Sec. 14-4-21.- Definitions

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;

b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;

c. Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;

d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;

e. Making more than one (1) delivery into the City within any twelve-month period.

Sec. 9-1-2. – Application

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

Valerie A. Palumbo

Valerie A. Palumbo

Tax Audit Manager

AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
[LEGAL NAME OF CONSULTANT]

THIS AGREEMENT is made and entered this ___ day of _____, 20__, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Agency") and ___*[Legal Name of Appraiser]*_____(hereinafter referred to as "Appraiser") for Appraiser to render professional appraisal services for Client with respect to Bid _____*[Bid number and name]*_____ (hereinafter referred to as "RFP") and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

WITNESSETH THAT:

WHEREAS, the Agency proposes to acquire certain real prope1ty and desires that the Appraiser furnish the Agency certain services with respect to such property, including an appraisal of each parcel of the property, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally; and

WHEREAS the services to be provided under this Agreement are necessary to achieve the purposes of acquisition of real property for federally funded housing and community development activities through the Neighborhood Stabilization Program, also known as the NSP, (the "Project"), the Dodd-Frank Wall Street Reform Act of 2010, Community Development Block Grant, under Title 1 of the Housing and Community Development Act of 1974, and the HOME Investment Partnership Act grant, under Title II of the Cranston-Gonzalez National Affordable Housing Act, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (collectively, "Acts"). *[NOTE: This section of the Agreement may be deleted, amended, or revised based on the source of funds for the above referenced Bid.]*

NOW, THEREFORE, the Agency and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1. Property To Be Appraised. A description of the real property to be appraised, including an identification of any interests in the real property to be specifically excluded from appraisal, will be provided in sequential task orders issued by the Agency to the Appraiser ("Task Orders"). A separate appraisal is to be furnished for each "parcel" identified in a Task Order. (The term "parcel" means any tract or contiguous tracts of land in the same ownership, whether any such tract consists of one or more platted lots or a fractional part of a lot. An easement or other separately held interest in two or more parcels shall be considered to be a separate parcel for appraisal purposes and an exception to the title to the parcels so encumbered. An easement in a parcel that is appurtenant to another parcel to be acquired by the Agency shall be considered to be part of such other parcel and an exception to the title of the parcel encumbered.) Each parcel shall be considered to include all right, title, and interest of the owner in or to any adjacent or abutting streets, alleys, or other public rights of way.

ARTICLE 2. Purpose and Basis or Valuations.

(a) Purpose and Significance of Appraisals. The appraisals to be furnished under this Agreement are required by the Agency for its guidance in making fair and impartial determinations of fair market value and to ascertain the discount from current market-appraised value which should be offered to the owner to ensure that the Agency purchases are for below-market value in accordance with the requirements of the Acts. The amount of the discount is to be determined solely by the Agency and not by the Appraiser. The Appraiser shall be guided by these objectives when estimating values. Appraisal reports will be reviewed carefully by the Agency. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and his analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how he reached his valuation conclusions.

(b) Appraisal Standards. The appraisals under this Agreement shall be based on nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Colorado ("State"). Factors relating to race, color, religion, sex, or national origin, or to racial, religious, or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(c) Date of Valuation. The Appraiser's valuation shall be as of a date concurrent with the preparation of the report unless the Agency has specified some other date of valuation.

(d) Relocation Assistance. The Appraiser's analyses and opinions of prope1iy value shall not reflect any allowance for the relocation payments and other assistance, if any, which may be provided under the URA.

(e) Influence of Project on Property Value. In forming opinion(s), the Appraiser shall disregard any decrease or increase in the fair market value of the real prope1ty to be acquired, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner. (In the case of a partial acquisition, using the State modified before-and- after method of valuation, the Appraiser's opinion of the value of the remaining not-to-be-acquired portion of the property shall reflect any increase or decrease in value attributable to the project.) If the determination of changes in value caused by the project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on his opinion of value.

(f) Except to the extent in conflict with the express terms of this Agreement, the requirements of the RFP and the proposal submitted by Appraiser in response thereto are incorporated herein by reference. In the event of any such conflict, the terms in this Agreement shall control over inconsistent provisions in the RFP and proposal.

ARTICLE 3. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:

(a) Appraise each parcel and prepare and deliver to the Agency, within **15** calendar days after the date of each Task Order, one (1) appraisal report in PDF format for the parcel(s) identified in said Task Order conforming to the provisions of this Agreement. The Appraiser shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property. The Appraiser shall give the owner or his designated representative an opportunity to accompany the Appraiser during his detailed inspection of the property. If the owner of a compensable interest in the property or a representative of such owner does not accompany the Appraiser during the inspection, the Appraiser shall include in his appraisal report a copy of his notification to the owner of the opportunity to accompany the Appraiser and evidence of the owner's receipt of such notification. In the process of inspecting the property, the Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all information and comments furnished by the owner or his representative relevant to the appraisal.

(b) If requested by Agency, testify as an expert witness on behalf of the Agency in any judicial or administrative proceeding involving any property appraised under this Agreement. Such services shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial or prehearing conferences with counsel for the Agency, and testifying in the judicial or administrative proceeding. The compensation for such services shall be determined in accordance with Article 6.

(c) Modify or furnish supplements to any appraisal report furnished under this Agreement, without additional cost to the Agency, if (1) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the Agency, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report. If there is a significant delay between the date of valuation and the date of acquisition of any parcel or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property to be acquired, or other cause, the Appraiser shall, if requested by the Agency, furnish the Agency a supplementary report updating this valuation and the supporting data and analyses to a current date. The compensation for such updating of an appraisal shall be determined in accordance with Article 6.

(d) Estimate the value of any right or interest proposed to be reserved by the owner in a property appraised by the Appraiser, such as an easement for access to other property of the owner, the right to continue occupancy for an extended period after the Agency acquires the property, or the right to remove any building, structure, fixture, or other improvement. The compensation to be paid to the Appraiser for furnishing any such valuation shall be determined in accordance with Article 6.

(e) Consult with the Agency and its legal counsel regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this Agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement. There shall be no charge by any party for such consultations.

ARTICLE 4. Contents of Appraisal Reports. Each appraisal report to be furnished by the Appraiser under this Agreement shall contain certain information and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived, as set forth below. A separate report shall be submitted for each parcel. However, if more than one parcel is to be appraised, all general data may be included in a separate data volume that is referenced in the separate appraisal reports on the individual parcels. The appraisal report on each parcel shall include the following:

(a) A summary headed "Appraisal Report for City of Pueblo-Neighborhood Stabilization Program" that provides the following:

(1) Project name and number.

(2) Date of the report.

(3) Task Order number and date, Parcel identification, tax assessor id number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including any tenant-owners.

(4) Date(s) of the Appraiser's inspection of the property with the owner or the owner's designated representative. Include the name of each owner or representative of an owner who accompanied the Appraiser during the inspection and the interest held in the property or the representative capacity of each such person.

(5) The Appraiser's estimate of the fair market value of the entire parcel and the fair market value of the same interest in the land, as if vacant.

(6) The limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the Agency, is correct, and (iv) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by the Agency.

(7) The certifications of the Appraiser (i) that the Appraiser personally made a thorough inspection of the property, (ii) that, to the best of the Appraiser's knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted, (iii) that neither the Appraiser's employment nor compensation is contingent on the valuation reported, and (iv) that the Appraiser has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.

(8) A certification that, in the Appraiser's opinion, the fair market value of the property is an amount to be stated as of the date of valuation.

(9) The signature of the Appraiser.

(b) The name and address of the owner of the property and the name and the address, if known, of any other party known or believed to hold a separate compensable interest in the property.

(c) The street address and an accurate description of each parcel and all interests in the parcel appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title. The property description shall specifically exclude and describe any separately held interest in the property that is to be acquired separately or as part of another parcel. The description shall also specifically exclude all separately held interests which are not to be acquired and will not be affected adversely by the Agency's project. If there are any separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, a description of each such separate interest and the name of its owner shall be furnished.

(d) Off-record title information concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if available facts are sufficient, the Appraiser's report shall be based on such additional title information and so noted in the appraisal report. Otherwise, the Appraiser shall refer the matter to the Agency and defer completion of the appraisal until the question is resolved.

(e) Basic property data including pertinent information with respect to such matters as (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land, (3) the assessed value of the real property and the current annual real estate tax burden, (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services, and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) the freedom of the property from special hazards, (8) the current rental and rental history of the property, if rented, (9) the estimated annual costs of ownership and for operation and maintenance of the property, and (10) a description of the buildings, structures, and other improvements, if any, including relevant information as to type of improvement, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such photographs, each clearly identified, as may be appropriate.

(f) Report of any condition or occupancy of the property in violation of law that may affect the value of the property.

(g) The Appraiser's opinion as to the highest and best use for the property. The appraisal report shall also include the Appraiser's opinions as to any other use(s) for which the property is reasonably suitable or adaptable. If the property is unused vacant land or the highest and best use is not self-evident or is found to differ significantly from the present use, the appraisal report shall contain the analyses by which the Appraiser reached the conclusions as to the highest and best use of the property and as to its suitability or adaptability for any other use(s). The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment, and the legal and physical attributes of the property for such use, the estimated cost, if any, of converting the property to such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. The analysis of the property for the future use or uses found to be the highest and best use is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with Paragraph 4(h) below.

(h) The opinion of the Appraiser as to the fair market value of the property. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching the conclusion as to value and all data and analyses needed to explain and support the valuation. The supporting data and analyses furnished in the appraisal report shall include the following:

(1) An analysis of the property, from the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential and the expenses of ownership, maintenance, and operation.

(2) An identification of the most recent sale of each property appraised and any other sales of such property during the last five (5) years preceding the appraisal. Such sale(s) of the property appraised and all recent sales of comparable properties considered by the Appraiser in forming the opinion(s) of fair market value shall be verified insofar as practical. The information furnished with respect to each such sale shall include, among other pertinent facts, the names of the grantor and grantee, the date of the sale, the sale price, any special terms or conditions or circumstances of the sale that affected the transaction, and a description of the property and its condition at time of sale in sufficient detail for use in making the appraisal.

(3) The analyses that constitute the principal basis for the Appraiser's opinion of the fair market value. The appraisal report shall contain the Appraiser's evaluation with respect to previous sales of the property appraised and any recent offer of the owner to sell the property. The appraisal report shall also contain the Appraiser's analysis of each comparable property and its sale in relation to the property appraised. The Appraiser's analysis shall reflect appropriate allowances for the difference in the time of the sale of the comparable properties and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.

(4) All other information, analyses, and estimates considered by the appraiser to be relevant to the estimation of the fair market value of the property.

(5) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain the Appraiser's opinion of just compensation for a taking of such property or interest, using the before-and-after method of valuation as interpreted under State law unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of the Appraiser shall be supported in the report by the data and analyses by which the Appraiser reached his/her conclusions. For information purposes, the appraisal report shall also contain the Appraiser's estimates of the fair market value of the to-be-acquired part or interest as part of the whole property and the net damages or benefits to the remaining property of the owner. If in the opinion of the Appraiser, acquisition of the part of, or interest in, the property proposed for acquisition would leave the owner with an uneconomic remnant, the Appraiser shall furnish a separate estimate of the fair market value of a "parcel" comprising both the parcel proposed for acquisition and the uneconomic remnant. (A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it has little or no utility or value to the owner.

(6) Such maps, plans, photographs, or other exhibits as are necessary to explain or illustrate the analyses of the Appraiser.

(7) The Appraiser's evaluation of the indications of value deduced from the separate analyses of the various evidences of value and an explanation of how the Appraiser reached his/her conclusion as to the fair market value of the property.

(i) The opinion of the Appraiser as to the fair market value of the land, as if vacant. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of the Appraiser as to its highest and best use, and the Appraiser's analysis of the evidences of value and of the use potential by which the Appraiser reached his/her conclusions as to the highest and best use of the land and the land value.

(j) A property analysis if the property is a commercial, industrial, institutional, governmental, or farm property that involves substantial quantities and kinds of fixtures such as machinery and equipment. Any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property (even if the improvement is the property of a tenant who has the right to remove it or the obligation to remove it at the expiration of the lease term). The property analysis must be approved by the Agency before the appraisal is completed and, as approved by the Agency, shall be included as an exhibit in the Appraiser's report. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings as to what is regarded as being real or personal property. Buildings, structures, fixtures, and other improvements, including their accessories and spare parts, shall be identified and classified as to ownership and type of property as follows:

(1) Ownership.

(i) Owner of the land.

(ii) Each tenant in occupancy.

(iii) Each non-occupant owner of any fixtures or other improvements, or personal property on the premises.

(2) Type of property.

(i) Building, structure, or fixed improvement.

(ii) Building equipment, removable.

(iii) Fixtures, classified as to whether economically removable for reuse, removable for salvage only, or irremovable.

(iv) Personal property, identified as to types and approximate amounts, or otherwise, as needed to prevent misunderstandings as to the classification of any item.

(v) If any building, structure, fixture, or other improvement is not to be acquired, will not be adversely affected by the Agency's project, and will not be required by the Agency to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

(k) If machinery and equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitute part of the real property, the appraisal report shall contain a separate schedule which provides separate estimates for each such item, as prescribed below. If there is more than one owner of such items, a separate schedule shall be furnished for each owner. The information and conclusions to be furnished on each item are as follows:

(1) Description of the item, including, as appropriate, the manufacturer, model and serial number, size or capacity, age and condition, and degree of obsolescence. Accessories and spare pa1is, special foundations, ai1d power wiring and process piping generally shall be listed separately, following the listing of the item(s) to which they apply.

(2) Estimate of the replacement cost installed of the item as listed and identified (excluding any elements listed separately). Separately identify the basis of estimated replacement cost (new or used).

(3) The contributive (enhancement) value of the item to the fair market value of the real property as a whole. Estimated fair market value of the item for removal from the property at a purchaser's expense. Such value shall be considered to be the probable selling price if the item were offered for sale for removal from the property at the purchaser's expense, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including salvage for serviceable components and scrap when it appears that will provide the highest value. The schedule(s) of estimates shall be consistent with the property analysis approved by the Agency, as provided in Paragraph 4G). The Appraiser is permitted to use the services of such technical specialists as may be needed to enable the Appraiser to provide valid estimates and sound valuations. The schedule(s) shall be supported by an explanation of the procedures followed in gathering the necessary market information and technical data. The principal purpose of the Appraiser's accompanying narrative, however, must be to explain his analyses and his evaluations of the dollar amount of the overall contribution of the machinery, equipment, and fixtures to the fair market value of the real property as a whole. The report shall contain any layout plans, sketches, or photographs that are reasonably necessary for locating or identifying the facilities or illustrating the Appraiser's analyses.

(l) If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas, or mineral rights, the property is to be valued on an undivided fee basis as applied in the State and not as a "sum of the interests" approach. The undivided fee basis as applied in the State does not ignore the value, which an encumbrance may add to or subtract from the reasonable fair market value of the property as a whole. Conversely, the rule contemplates that where the contract rental adds to the fair market value of the property, evidence of the rental is relevant in determining the value of the property. Where the contract rental is Jess than the fair rental, the fair rental and not the contract rental is the relevant evidence on the issue of value.

ARTICLE 5. Services To Be Provided by Agency. The Agency agrees to furnish the Appraiser the following:

(a) One or more Task Orders sufficiently identifying the parcel or parcels of property to be appraised based upon information made available to Agency.

(b) An ownership data report for each parcel. That report will show all estates and interests in the parcel as shown of record and consequently shall not be assumed to accurately define the interests to be appraised.

(c) Legal advice, upon request of the Appraiser, on legal matters affecting the appraisal of any property to be appraised.

ARTICLE 6. Payment. In consideration of the services provided by the Appraiser under this Agreement, the Agency agrees to make payments to the Appraiser upon the submission to the Agency of properly certified invoices, as follows:

(a) For appraisal reports accepted by the Agency, and for all other services furnished in accordance with Article 3, except services furnished in connection with judicial proceedings under Paragraph 3(b), the updating of appraisals under Paragraph 3(c), and the valuation of reservations of rights in owners under Paragraph 3(d), a fee computed in accordance with the Fee Schedule submitted by Appraiser in response to the RFP; unless, however, a different Fee Schedule has been negotiated with Appraiser and is attached hereto, in which case the fee shall be determined in accordance with the Fee Schedule attached as Schedule 1, which shall constitute full payment to the Appraiser for all of such services and for all supplies, materials, and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in connection with the performance of such services.

(b) For services furnished by the Appraiser in connection with judicial proceedings as provided in Paragraph 3(b) (except services as an expert witness in such a proceeding), the updating of appraisals as

provided in Paragraph 3(c), and the valuation of reservations of rights in owners as provided in Paragraph 3(d), _____ dollars per hour or fraction of an hour actually engaged in performing the services, including travel time. All expenses of the Appraiser, including travel expense and subsistence, shall be borne by the Appraiser.

(c) For services as an expert witness for the Agency in judicial proceedings as provided in Paragraph 3(b), the Appraiser and the Agency hereby agree that the fair and reasonable compensation for the Appraiser's services shall be $_____ per hour for each day's attendance in court.

(d) No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2021, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

ARTICLE 7. Agreements of Appraiser. As an inducement to the execution of this Agreement by the Agency and in consideration of the agreements to be performed by the Agency, the Appraiser agrees that:

(a) Qualifications. The Appraiser is qualified to perform the services to be furnished under this Agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. Attached as Schedule 2, the Appraiser's response to the RFP, includes the Appraiser's technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this Agreement, the courts in which he or she has testified as an expert witness, and other information pertinent to establishing his or her technical qualifications.

(b) Solicitation of Agreement. The Appraiser has not employed any person to solicit this Agreement and has not made and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement.

(c) Interest of Appraiser and Appraiser's Employees. The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Article 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this Agreement, any person having any such interest. Until the property is acquired by the Agency or excluded from its project by resolution of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the Agency, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

(d) Services To Be Confidential. All services, including reports, opinions, and information, to be furnished under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Agency, without prior written approval of the Agency, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of the Appraiser's staff or organization divulges any such information except as may be required by law.

(e) Facilities and Personnel. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of a property appraised under this Agreement, the employment of such person or persons for such purpose shall not place the Agency under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished under this Agreement.

(f) Equal Employment Opportunity. During the performance of this Agreement:

(1) The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(2) The Appraiser will, in all solicitations or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(g) Assignment. The Appraiser's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this Agreement to a bank or financial institution. This Agreement may be assigned by the Agency to any corporation, agency, or instrumentality having authority to accept the assignment.

(h) Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the Agency.

(i) Records. The Appraiser shall maintain records of all details with respect to the services to be performed under this Agreement, including one complete copy of each appraisal report and related notes, for three (3) years after delivering the report or until the prope1ty is acquired by the Agency or the acquisition is abandoned, whichever is later.

(j) Affidavits of Compliance. The Appraiser will, if requested by the Agency, furnish the Agency affidavits certifying compliance with the provisions of this Article 7.

ARTICLE 8. Changes. The Agency, by written notice to the Appraiser, may modify the scope or quantity of services to be furnished under this Agreement. If such changes cause a substantial increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance so as to amount to a cardinal change in this Agreement, equitable adjustment may be made in the provisions of this Agreement for payments to the Appraiser or for the time for performance of the services or for both, and this Agreement shall be modified by agreement of the parties accordingly.

ARTICLE 9. Termination of Agreement for Cause. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his or her obligations under this Agreement, or if the Appraiser shall violate any of the provisions of this Agreement, the Agency may upon written notice to the Appraiser terminate the right of the Appraiser to proceed under this Agreement or with such part or parts of the Agreement as to which there has been default, and may hold the Appraiser liable for any damages caused to the Agency by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the Agency, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Appraiser, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the Agreement by the Appraiser, and the Agency may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the Agency from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his or her control and without his or her fault or negligence, but this shall not prevent the Agency from terminating this Agreement because of such delay.

ARTICLE 10. Interest of Members of Agency. No member of the Agency shall participate in any decision relative to this Agreement affecting, directly, or indirectly, his or her personal interests. No such member and no other officer, agent or employee of the Agency having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds of this Agreement.

ARTICLE 11. Officials Not To Benefit. No Member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE 12. Notices. Any action by the Agency under this Agreement may be taken by Bryan Gallagher, Director of the Department of Housing and Citizen Services, at 2631 E. 4th Street, Pueblo, CO 81001 or such other person(s) as the Agency may, by written notice to the Appraiser, designate for such purpose. All notices to the Appraiser shall be considered to be properly given if mailed to *[Appraiser's Legal Address]* or delivered personally to the Appraiser. All notices or other papers given to the Agency shall be considered to be sufficiently given if mailed, postage prepaid to Agency address listed above.

ARTICLE 13. PERA Liability. Appraiser shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. Upon execution of this agreement, Appraiser shall submit completed PERA Questionnaire to Agency.

ARTICLE 14. State-imposed Mandates Prohibiting Workers Without Authorization From Performing Work.

(a) At or prior to the time for execution of this Contract, Appraiser shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "worker without authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker without Authorization"), who will perform work under this Contract and that the Appraiser will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Appraiser shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under this Contract;

(ii) Enter into a contract with a subcontractor that fails to certify to Appraiser that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(i) The Appraiser shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(ii) The Appraiser is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(iii) If the Appraiser obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker without Authorization to perform work under this Contract, the Appraiser shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3)

days that the Appraiser has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization ; except that the Appraiser shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

(iv) The Appraiser is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Appraiser shall constitute a breach of contract and grounds for termination. In the event of such termination, the Appraiser shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Appraiser to violate any terms of participation in the E-Verify Program.

ARTICLE 15. Insurance and Indemnity.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to owner.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising

from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

ARTICLE 16. Federal Requirements. The services to be provided under this Agreement are required for compliance with the Acts, and Appraiser shall provide its services and work product in accordance with the standards and requirements set forth in 49 CFR § 24.2 and 49 CFR § 24.103. *[NOTE: This section of the Agreement may be deleted, amended, or revised based on the source of funds for the above referenced Bid.]*

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

[APPRAISER LEGAL NAME]

By: _____
[Appraiser Authorized Signer, Title]

Attest:_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney