

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. BOX 1340  
 COLUMBUS, GEORGIA 31902-1340  
 706-653-4105, FAX 706-653-4109  
[WWW.COLUMBUSGA.ORG](http://WWW.COLUMBUSGA.ORG)

DATE: February 18, 2010

REQUEST FOR PROPOSALS:  RFP NO. 10-0014	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of:  <p align="center"><b>REAL ESTATE APPRAISAL SERVICES (ANNUAL CONTRACT)</b></p>
GENERAL SCOPE	The Columbus Consolidated Government (City) invites qualified firms to submit proposals to provide real estate appraisal services for various projects involving land acquisition and disposition on an "as needed basis".
DUE DATE	<p align="center"><b>DUE: MARCH 19, 2010 - 5:00 PM (EASTERN TIME)</b></p> Proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 <sup>th</sup> Floor, Government Center, 100 10th Street, Columbus, GA.
<p align="center"><b>HOW TO OBTAIN ADDENDA</b></p>	<p align="center"><b>IMPORTANT INFORMATION</b></p> Any addenda for this project will be posted on the web page of the Finance Department/Purchasing Division ( <a href="http://www.columbusga.org/finance/proposals.htm">www.columbusga.org/finance/proposals.htm</a> ). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL RESPONSE	If you are not interested in this invitation please email <a href="mailto:bhughey@columbusga.org">bhughey@columbusga.org</a> or complete the form on the back of this sheet and fax to 706-653-4109.

*Andrea J. McCorvey*  
 Andrea J. McCorvey, CPPB  
 Purchasing Division Manager

**STATEMENT OF "NO PROPOSAL"**

**IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, PLEASE COMPLETE AND RETURN THIS FORM IMMEDIATELY TO THE FOLLOWING:**

**Attn: Betty Hughey, CPPB, Buyer Specialist**

**E-mail: [bhughey@columbusga.org](mailto:bhughey@columbusga.org)**

**Fax #: (706) 653-4109**

We, the undersigned decline to bid on your **RFP No. 10-0014, Real Estate Appraisal Services (Annual Contract)** for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bids.
- We do not offer this product or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your bidder's list for this commodity or service.
- Other (specify below)

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government's bidders' list for this commodity or service.**

**COMPANY NAME:** \_\_\_\_\_

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

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TELEPHONE/FAX NUMBER:** \_\_\_\_\_

**PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.**

**3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above**

**(1) Conditions for Use**

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

**A. Request for Proposals**

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

**B. Public Notice**

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

**C. Receipt of Proposals**

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

**D. Evaluation Factors**

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

**E. Discussion with Responsible Offerors and Revisions to Proposals**

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

**F. Award.**

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

**DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?**

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.**

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT DEPARTMENT HEADS OR USING AGENCIES WITH QUESTIONS ABOUT SOLICITATION. YOU MUST SUBMIT THE WRITTEN QUESTION TO THE PURCHASING DIVISION. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

**THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY=S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING MANAGER.**

ANY REQUEST BY BIDDERS AFTER A SOLICITATION HAS BEEN OPENED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION. **BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED aQUESTIONS/CLARIFICATION FAX FORM@ TO FAX YOUR QUESTION OR E-MAIL [bhughey@columbusga.org](mailto:bhughey@columbusga.org)**

# QUESTION/CLARIFICATION FAX FORM

**DATE:**

**TO:** BETTY HUGHEY, CPPB  
E-mail: [bhughey@columbusga.org](mailto:bhughey@columbusga.org)  
FAX NO: (706) 653-4109

**RE:** RFP NO. 10-0014  
REAL ESTATE APPRAISAL SERVICES  
(ANNUAL CONTRACT)

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**I HAVE THE FOLLOWING CONCERN (S)/QUESTION (S) ABOUT THE SPECIFICATIONS FOR  
THE ABOVE CITED PROPOSAL:**

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**From:** \_\_\_\_\_

**Vendor**

\_\_\_\_\_  
**Agent**

\_\_\_\_\_  
**Vendor=s Complete Address      City      State      Zip Code**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**E-mail Address**

**COLUMBUS CONSOLIDATED GOVERNMENT  
GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

**REAL ESTATE APPRAISAL SERVICES  
(ANNUAL CONTRACT)**

The Columbus Consolidated Government (City) invites qualified firms to submit proposals to provide real estate appraisal services for various projects involving land acquisition and disposition on an “as needed basis”.

**A. PROPOSAL SUBMITTAL DATE:**

Sealed proposals are due: MARCH 19, 2010, NO LATER THAN 5:00 P.M. (EDT). *Submit one original and seven identical copies of the proposal.* For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government  
Purchasing Division  
**RE: RFP No. 10-0014**  
**Real Estate Appraisal Services (Annual Contract)**

Mail: P.O. Box 1340  
Columbus, Georgia 31902-1340

Deliver: 100 10th Street  
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits.

**The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

**B. RECEIPT OF PROPOSALS:**

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

**C. SUBCONTRACTING:**

Should the proposer intend to subcontract all or any part of the work specified, name(s) and address (es) of subcontractor(s) must be provided in proposal response. The City reserves the right to review and approve any subcontractors. The proposer shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE PROPOSERS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

**D. QUESTIONS ABOUT THE RFP:**

**COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS ...” WITHIN THIS PROPOSAL PACKAGE. QUESTIONS AND REQUESTS FOR CLARIFICATION WILL BE RECEIVED UNTIL FIVE BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.**

**E. PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

**F. ADDENDA:**

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City. **It is also the proposer's responsibility to check the City's website ([www.columbusga.org/finance/proposals.htm](http://www.columbusga.org/finance/proposals.htm)) for copies of addenda if bid document is downloaded from the City's Website.**

**G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

**H. NON-COLLUSION:**

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

**I. INDEMNITY:**

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

**J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:**

Disadvantaged Business Enterprises (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

**K. SPECIFICATION DESCRIPTIONS:**

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate proposers or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

**L. TAXES:**

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

**M. DRUG-FREE WORKPLACE:**

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

**N. FEDERAL, STATE, LOCAL LAWS:**

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

**O. PROVISIONS OF THE PROCUREMENT ORDINANCE:**

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

**P. INSURANCE:**

All respondents shall maintain and if requested show proof of insurance applicable for services described in these specifications.

**Q. HOLD HARMLESS AGREEMENT:**

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other

person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

**R. TERMINATION OF CONTRACT:**

1. **Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.  
In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.
2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

**S. TIME FOR CONSIDERATION:**

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

**T. CONTRACT AWARD:**

Award of this contract will be made in the best interest of the City.

**U. REQUEST FOR EVALUATION RESULTS:**

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

**V. GOVERNING LAW:**

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

**NOTICE TO VENDORS**

**Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.**

**Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, Authority or commission.**

# **SPECIFICATIONS FOR REAL ESTATE APPRAISAL SERVICES (ANNUAL CONTRACT)**

## **I. INTRODUCTION**

The Columbus Consolidated Government (City) invites qualified firms to submit proposals to provide real estate appraisal services for various projects involving land acquisition and disposition on an “as needed basis”.

## **II. SCOPE OF SERVICES**

The Appraiser shall provide all labor, supervision, and materials required to perform appraisals of approximately 40 parcels of real estate in various locations. The appraisals are to be performed in accordance with standards contained in the Department of Housing and Urban Development Handbook 1378 5-3; 49 CAR 24.103 and Appendix 20, thereof.

**The City will require services on an “as needed basis”. Several qualified Appraisers will be awarded the contract and will be utilized by requesting price quotes. The award will be governed by cost and availability to perform the services in a timely manner.**

### **A. COMMUNITY REINVESTMENT (See EXHIBIT A)**

1. The “**AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION)**,” Appendix A, delineates all requirements for this contract. Each proponent must complete all pertinent sections of the attached “**AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION)**” and include in proposal response.
2. The “**CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES**” Appendix B, delineates the “Terms and Conditions” under the U.S. Department of Housing and Urban Development Renewal Assistance Administration.

### **B. RIGHT-OF-WAY (See EXHIBIT B)**

1. **Right of Way projects that are identified as State/Federal Projects have to be approved by the Georgia Department of Transportation (GDOT) and be classified as a Level I, II, III, IV or V. GDOT require that all Appraisers on the approved list Pre-qualify for Right of Way related services.**
2. **The City has several projects (without State or Federal involvement) coming up that have small parcel counts. The type of appraisals for each project will be determined at the time service is needed. Appraisal bids for each project and the fee amount for each parcel, with the total of all work being the determining factor of the award. Due to time constraints, the larger parcel count projects will be divided.**
3. **For all Right of Way projects, the Purchasing Division will request quotes from the awarded contract vendors. The projects will be awarded in total or by parcel, whichever is in the best interest of the City.**

4. The “**APPRAISER AGREEMENT**” for **Right of Way projects**, Appendix C (**Pages 41-54 of 54**), delineates all requirements for State/Federal projects that must be approved by the GDOT. Approved Appraisers will be required to complete all pertinent sections of the agreement when service is required.

### **III. TERM OF CONTRACT**

The term of this contract will be for two years with an option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

### **IV. PRICE ADJUSTMENT CLAUSE**

The contract unit price shall remain firm for the first two years of the contract term. After the initial two-year period of the contract, considerations for price adjustments will be based on the U. S. Department of Labor Consumer Price Index and All Urban Consumers (CPI-U).

It is the responsibility of the Contractor to submit the price adjustment request in writing to the Purchasing Division Manager sixty (60) days in advance of expiration date for each contract year. If agreeable to both the contractor and the City, the contract unit price changes, as a result of this formula, shall automatically become effective on upcoming anniversary of the contract and shall be binding on the contractor for the subsequent contract year.

If for any reason the contractor has a price increase that exceeds the Consumer Price Index (CPI), the Purchasing Manager will evaluate the increase on a case-by-case basis. The City and the Contractor will have the option to decline any adjustments. If either party decline approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

### **V. INDEMNITY CLAUSES**

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

### **VI. INSURANCE**

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance

requirements are listed on the attached **Insurance Checklist (Attachment D, Page 22-23 of 54)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

## **VII. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. **Attachment C (Pages 18-21 of 54)** must be completed and returned with proposal.

## **VIII. AWARD**

This contract will be awarded in the best interest of the City. Columbus Consolidated Government will be the sole judge of the factors and will award the contract accordingly.

## **IX. PROPOSAL SUBMISSION REQUIREMENTS**

The complete proposal shall contain the following information and shall be submitted in the order shown below:

**A proposer who submits a proposal that does not address each of the sections specified below will be deemed non-responsive, and the proposal submission deemed incomplete.**

### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name of contact person(s) during this proposal process. An authorized agent of the firm must sign the letter.

### **Section 2: Addenda Acknowledgement**

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website.**

[www.columbusga.org/finance/proposals.htm](http://www.columbusga.org/finance/proposals.htm)

### **Section 3: Qualifications/Experience**

- a. Address in detail the firm's ability and experience in the provision of similar services.
- b. Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- c. Provide information regarding previous experience as an expert witness in a courtroom setting. Indicate the appraisal in question, the date and the court.
- d. Provide proof firm is DOT certified to provide the services requested in this RFP.

### **Section 4: Client Work History**

Provide at least three (3) clients for whom similar projects work has been performed within the last five (5) years. Include entity name, contact name, address, e-mail address, phone number, fax number and date of work completion.

**Section 5: Service Plan**

Provide written narrative, which demonstrates the method, or manner in which the offeror proposes to satisfy the requirements of the scope of services.

**Section 6: Business Requirements**

- a. Provide a copy of insurance (EXHIBIT C)
- b. Complete Form W-9 (EXHIBIT C)
- c. Georgia Security and Immigration Compliance Act of 2006 (EXHIBIT C)

**Section 7: Cost Proposal**

- 1. Complete “Cost Proposal” (EXHIBIT C). Offeror shall also delineate any additional costs on a separate page.
- 2. Complete AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION), Appendix A (EXHIBIT A).

**Section 8: Contractor Signature Page**

Complete the top section of the Contract Signature Page (EXHIBIT C). City officials will sign the awarded vendor’s copy after City Council has approved the contract award.

**X. RFP EVALUATION:** Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Experience/Qualifications	35%
B. Client Work History	20%
C. Service Plan	30%
D. Business Requirements	10%
E. Cost Proposal	5%

Each of the above criteria (A – E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1 – 10	Very Poor
11 - 20	Poor
21 - 30	Fair
31 - 40	Below Average
41 - 50	Average
51 - 60	Above Average
61- 70	Good
71 - 80	Very Good
81 - 90	Excellent
91- 100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

# **EXHIBIT A**

## **Community Reinvestment** **(Pages 17 – 32)**

- 1) Agreement for Appraisal Services (Acquisition)**
- 2) Contractor for Professional or Technical Services**

**Appendix A**

Handbook 1378

Appendix 20

**AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as the "Agency," and \_\_\_\_\_, hereinafter referred to as the "Appraiser."

**WITNESSETH THAT:**

WHEREAS, the Agency proposes to acquire certain real property 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 \_\_\_\_\_ and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

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, are set forth in the attached Exhibit A. A separate appraisal is to be furnished for each "parcel." (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 the just compensation to be offered to each property owner. The Appraiser shall be guided by those 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. 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 property value shall not reflect any allowance for the relocation payments and other assistance 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 property 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 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.

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 \_\_\_\_\_ calendar days after the date of this agreement, 2 copies of the appraisal report(s) 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 factual information and comments furnished by the owner or his representative relevant to the appraisal.

(b) Testify as an expert witness in behalf of the Agency in any judicial 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 conferences with counsel for the Agency, and testifying in the judicial 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.

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 \_\_\_\_\_" that provides the following:
- (1) Project name and number.
  - (2) Date of the report.
  - (3) Parcel 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 final 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.

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Handbook 1378  
Appendix 20

(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.

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 parts, special foundations, and 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.

(4) 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 4(j). 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, and the division of ownership is not of such character as to destroy the practical unity of the property, the Appraiser shall apportion his estimate of the fair market value of the property (all interests in the property to be acquired) to each separately held interest. (However, tenant-owned improvements shall be valued in accordance with Paragraph 4(m) below.) The report shall contain the data, analyses, and reasoning by which the Appraiser made the apportionment. If the "unit rule" is regarded as not applicable because the division of ownership is such as to diminish the fair market value of the property as a whole, the separate interests involved shall be appraised separately.
- (m) Tenant-owned improvements. If any building, structure, fixture, or other improvement to the property is identified as being the property of a tenant who has the right or obligation to remove it at the expiration of the lease term, the Appraiser's estimate of the fair market value of the improvement shall be the greatest of (1) the amount which the improvement contributes to the fair market value of the property, (2) the in-place value of the improvement as part of the real property (the depreciated replacement cost of the improvement installed), or (3) the fair market value of the improvement for removal from the property at the purchaser's expense. The appraisal report shall state the basis for the valuation of the improvement and furnish the data and analyses on which the valuation was made.
- (n) If the property is a multifamily or mixed-use (residential and nonresidential) property and an owner of a compensable interest in the property also occupies a dwelling in the property, the Appraiser shall furnish an apportionment of the estimate of the fair market value of the whole property to such dwelling and to the remainder of the property. For the purpose of this paragraph, an occupant of a dwelling shall be considered to own a compensable interest in the property if he or she holds fee title, a life estate, a 99-year lease, or a lease with not less than 50 years to run from the date of valuation, or holds an interest in a cooperative housing project which includes the right to occupy the dwelling, or is the contract purchaser of any of the foregoing estates or interests, or has a leasehold interest with option to purchase. The Appraiser's report shall explain how the apportionment was made.

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

- (a) A map or plat, based on official records, of the property described in Article 1, showing the boundaries and dimensions of the parcels to be appraised. Each parcel shall be designated by a number, and the parcel numbers shown on the Appraiser's reports shall correspond to the parcel numbers shown on the map or plot. However, additional parcel numbers may be assigned by the Appraiser for easements appraised separately or for additional parcels revealed while making the appraisals. The Appraiser shall promptly advise the Agency of any such additions.
- (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. The ownership data report on each parcel as shown on the parcel map will include:

- (1) The name (and address, if available) of the owner appearing on record;
  - (2) The legal description of the parcel as shown by the conveyance(s) by which the record owner acquired title;
  - (3) Identification of the conveyance(s) by which the present owner acquired title, including: the date of the conveyance(s); the date, book and page numbers, and place of recordation; the name (and the address, if available) of the grantor of such conveyance; the stated consideration; the amount of any mortgages or encumbrances placed of record or to which title was subject at time of conveyance (so far as determinable from an examination of the conveyance); and the amount of any State or local transfer taxes that were based on the amount of the consideration;
  - (4) Outstanding estates and other rights or interests of record, including easements, use restrictions, mineral rights, leases, and any known, but unrecorded, interests of other parties. Sufficient information shall be furnished to disclose the probable effect of such outstanding interests on the title of the record owner;
  - (5) Outstanding special assessments, if any, for public improvements such as streets, sidewalks, public utilities, and similar public facilities;
  - (6) The amount of real estate taxes for the current year and the assessed valuation stated separately for land and for improvements.
- (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), the lump sum of \_\_\_\_\_ dollars, 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 \_\_\_\_\_ dollars for each day's attendance in court.

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 Exhibit B, is a statement by the Appraiser, certified by the Appraiser to be true and correct, setting forth 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 property 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 the services to be furnished under this agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall 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 Joe Riddle, 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 the address specified below, 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 Columbus Consolidated Government, at Columbus, Georgia or to such other representative or address as the Agency may designate to the Appraiser in writing.

IN WITNESS WHEREOF, the Agency and the Appraiser have executed this agreement on or as of the date first above written.

\_\_\_\_\_  
(Appraiser)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip code)

\_\_\_\_\_  
(Agency)

By:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

**APPENDIX B**

**U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
RENEWAL ASSISTANCE ADMINISTRATION**

**CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES**

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**Part II – Terms and Conditions**

1. Termination of Contract for Cause. If, through any cause, the contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such even, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section I hereof relative to termination shall apply

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually

agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decisions which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor

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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

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

c. The Contractor will cause the foregoing provisions to be inserted in all subcontract for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of this subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions on this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Official. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared for assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

# **EXHIBIT B**

## **RIGHT-OF-WAY** **(Pages 34 – 47)**

- 1) Appraiser Agreement**
- 2) Appraisal Requirements**
- 3) Appraisal Report Disclosure Form**
- 4) Supplement to Appraiser Agreement**
- 5) Georgia DOT Approved Appraisers Roster**

## APPENDIX C

PI # \_\_\_\_\_ PROJECT NAME \_\_\_\_\_ LOCATION: \_\_\_\_\_

### THE CITY OF COLUMBUS, GEORGIA APPRAISER AGREEMENT

- A. Appraiser/Designated Appraiser hereby agrees to appraise certain right of way parcels in Muscogee County as shown on the Right of Way plans for any approved Project, in the manner prescribed by instructions as referred to in Paragraph C below at the fee rate per parcel as indicated on the attached document entitled "Attachment A", attached hereto and incorporated by reference. This document also shows, on a parcel-by-parcel basis, the due date of each appraisal, the anticipated contents of the appraisal, and the anticipated approaches to value, which will be used in preparing this report.
- B. For revising appraisals, due to changes in the scope of the original contract, for updating appraisals for court testimony, for appearances as a witness in court, at preliminary hearings, pre-trial hearings or depositions taken on behalf of the City of Columbus, Georgia (herein referred to as the City) and Appraiser/Designated Appraiser agrees to provide these services for:
- \$400 per day or \$50 per hour.  
Up to \$75 maximum per diem  
\$200 per one-half day (home based testimony)
- Statements submitted for these services must be itemized on an hourly or daily basis and approved by the attorney conducting the trial or hearing.
- C. The Appraiser Agreement may be entered into with an individual appraiser, as a single entity, or with a firm, partnership, corporation or combination thereof:
1. If said agreement is entered into with a firm, partnership, corporation or combination thereof, the following regulations will apply:
    - a. The Local Government Right of Way Acquisition Coordinator of the City shall have final approval of the Designated Appraiser chosen by a firm, partnership or corporation to perform the contractual appraisal assignment. Said Designated Appraiser's name must appear on the Georgia Department of Transportation Approved Appraiser Roster as a Certified Real Estate Appraiser and they must be fully qualified to perform the required appraisal work (see Exhibits "1" and "2", to include the new prequalification for right-of-way related services as spelled out in the Georgia Department of Transportation letter dated November 24, 2009).
    - b. The Local Government Right of Way Acquisition Coordinator and the Contractor recognize the continued and uninterrupted performance of the specified services is essential. Therefore, it is further agreed between the parties that in the event the Designated Appraiser leaves the Contractor's employ, the Contractor shall assign this agreement, without limitation to \_\_\_\_\_ (Designated Appraiser) or the company employing said individual. (See Page 46-47 for signature requirements).
  2. Appraiser/Designated Appraiser agrees to begin appraising the parcels listed on the attached sheet on or before notice to proceed and to deliver 3 (three) copies of the fully completed appraisal to the Local Government Right of Way Acquisition Coordinator not later than the date(s) shown as attached. Deliver \_\_\_\_\_ copies of the Data Book.

It is mutually agreed between the Local Government Right of Way Acquisition Coordinator, and \_\_\_\_\_, hereinafter referred to as the Appraiser or Contractor (Firm, partnership, corporation, or combination thereof) that:

3. The Appraiser/Designated Appraiser understands and agrees that they will not, as either the principal, employer, stockholder, co-partner, agent, consultant, independent contractor, employee or in any other individual or representative capacity whatsoever, enter into or engage directly or indirectly within the State of Georgia, without the prior consent of the Local Government Right of Way Acquisition Coordinator in any business which directly or indirectly conflicts with activity undertaken pursuant to the terms of this Agreement, nor shall it engage in work, without the prior consent of the Local Government Right of Way Acquisition Coordinator, for any person or business that is currently listed as a condemnee of the State on the project covered under this contract until such time as the project is completed, abandoned or terminated by the Local Government Right of Way Acquisition Coordinator or in the alternative between the date of this Agreement and its termination, whichever time period is less.
4. It is fully understood and agreed that in the event the completed appraisals are not delivered within the specified time, the Local Government Right of Way Acquisition Coordinator may impose a penalty of suspension from all appraisal activity for a period of time to be specified by the Local Government Right of Way Acquisition Coordinator. However, it is understood that the Local Government Right of Way Acquisition Coordinator, under extenuating circumstances, may grant an extension of time if conditions so warrant and the request for such an extension is submitted in writing.
5. It is understood that the appraisals made under this contract will be submitted to the Local Government Right of Way Acquisition Coordinator no more than thirty (30) days after the date of evaluation, and if not, they will not be accepted.
6. It is understood that the Local Government Right of Way Acquisition Coordinator will furnish appraisal formats, maps, sketches and other information or assistance deemed by the Local Government Right of Way Acquisition Coordinator to be in the interest of securing a fair market value evaluation, if available.
7. The appraisal report to be rendered shall be on Appraisal Form 388-C, 388-N (see Attachment "A", or other forms authorized by the Local Government Right of Way Acquisition Coordinator and shall be supported by a narrative report adequately documented to comply with the requirements of the "Information for Appraisers". It is further agreed that the Local Government Right of Way Acquisition Coordinator will not be obligated to pay for unsatisfactory reports submitted by the Appraiser, which do not comply with the aforesaid requirements. Submission of unsatisfactory reports may result in a penalty of suspension from all appraisal activity for a period of time to be specified by the Local Government Right of Way Acquisition Coordinator.
8. The Appraiser further warrants that he/she has not employed or retained any company or person other than a person solely under his/her employ to solicit or secure this agreement and that he/she has not paid or agreed to pay any company or person other than one of his/her bona fide employees working solely for him/her any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach of violation of this warranty, it is understood that the State and/or the Local Government Right of Way Acquisition Coordinator will have the right to annul this agreement without liability, and in the event conditions or circumstances so warrant, this agreement may, by mutual consent, be adjusted as to time or basis or payment.
9. The Local Government Right of Way Acquisition Coordinator shall have the right of cancellation for all or any part of the services under the terms of this agreement in the event of changes in State and/or the Local Government Right of Way Acquisition Coordinator plans, which obviate the necessity of such appraisals, by giving notice by mail to the Appraiser herein, and shall be liable for services furnished only to the date of receipt of such notice by the Appraiser.

In the event of termination as to one or more of all of the parcels, Appraiser shall be paid a proportionate part of the fee for the particular parcel or parcels terminated as set forth above in proportion to the work actually completed on that parcel at the date of termination.

It is agreed that if for any reason work under this agreement is terminated; all work actually done by the Appraiser to the date of termination shall become the property of the Local Government Right of Way Acquisition Coordinator.

10. If changes or revisions become necessary because of revised plans, or additional requirements on the part of the Local Government Right of Way Acquisition Coordinator or any major changes in the scope or character of the work to be performed as required by the State and/or a local government

right of way agency coordinator, it is agreed that a new agreement covering only such revisions or changes will be entered into at that time, as agreed to by the Local Government Right of Way Acquisition Coordinator and Appraiser, making any necessary adjustments in the time of performance and providing applicable equitable changes, with increases or decreases, in the amount of compensation as set forth in the original agreement. See Paragraph B as an option to a new Appraiser Agreement.

11. It is agreed that if a dispute concerning a question of fact in connection with the work not disposed of by this agreement arises, the decision of the Local Government Right of Way Acquisition Coordinator, shall be final subject only to appropriate appeal to the Transportation Planning Director.
12. The Local Government is defined in this Section to include City officers, employees, agents, and/or assigns. To the fullest extent permitted by law, Appraiser agrees to indemnify the Local Government and hold them harmless from and against any and all claims, damages, losses or expenses, including reasonable attorney fees, arising out of or in performance of the services by the Appraiser, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense caused in part by a party indemnified hereunder. Appraisers indemnification shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Appraiser or Subcontractor under Worker's or Workman's Compensation Acts, disability benefit acts or employee benefits act.  
  
Indemnification extends to the successors and assigns of the Appraiser, and this indemnification and release survives the termination of this agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of the Appraiser.
13. The parties hereto agree that the Appraiser, and any agent and/or employee of the Appraiser, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Local Government.
14. This agreement is not assignable by Appraiser, either in whole or in part and no portion of the work may be sublet or transferred to any other person(s) without prior written approval of the Local Government Right of Way Acquisition Coordinator. If it is discovered that such a violation has occurred, the appraiser of record will be subject to suspension for a period of time to be specified by the Local Government Right of Way Acquisition Coordinator.
15. The Appraiser agrees to comply with all Federal, State and local laws and ordinances applicable to the work.
16. The Appraiser (hereinafter referred to as the contractor under this paragraph) also agrees to comply with Federal regulations relative to non-discrimination in Federally assisted programs of the U.S. Department of Transportation as herein defined under Appendix "A" below:

Appendix "A"

- a. Compliance With Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set forth in Appendix B of the regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- d. Information and Reports: The Contractor shall provide all information and reports required by

the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration or the Local Government to be pertinent to ascertain compliance with such Regulations or directives, where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation and/or the Local Government or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Local Government shall impose such contract sanctions as they or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Local Government or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Local Government to enter into such litigation to protect the interest of the City, State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States

17. The Appraiser/Designated Appraiser agrees to execute for each parcel the "Certificate of Appraiser".

18. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

19. All information contained in the report, and all parts thereof, are to be treated as a privileged communication. The Appraiser shall take all necessary steps to insure that neither he nor any member of his/her staff or organization divulges any information concerning the report to anyone other than the proper officials of the Department of Transportation of said State and/or the Local Government or officials of the Federal Highway Administration until authorized by State Officials to do so, or until the Appraiser is required to do so by due process of law or until released from this obligation having publicly testified as to such findings.

#### DRUG-FREE WORKPLACE CERTIFICATION

20. The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" having been complied with in full. The undersigned further certifies that:

- 1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and
- 2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_ certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to Paragraph (7) of Subsection (8) of Code Section 50-24-3".

Also the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract:

Please see following Appraisal Disclosure Form, Attachment B, Pages 50-51 of 54, Signature Page Pages 46-47 of 54 and Fee Quote Attachment A, Pages 48-49 of 54.

Addenda entitled Appraisal Report Disclosure Form and Supplement to Appraiser Agreement Requirements for Supporting Damages, attaching hereto and incorporated by reference.

Signature of Individual Appraiser/Firm

---

Address:

---

---

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_ Notary Public,

Seal, My Commission Expires \_\_\_\_\_

As per Paragraph C, Clause 1-a and b, the appraiser designated by a firm, partnership, or corporation or combination thereof to perform certain appraisal assignment or assignments hereby understands and agrees to abide by these requirements as verified by appraiser's signature.

Signature of Designated Appraiser/Firm)

---

Address:

---

---

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_ Notary Public,

Seal, My Commission Expires \_\_\_\_\_

Based on prior field review of properties involved in the contract proposal by Local Government Right of Way Acquisition Coordinator as to the nature and complexity of the valuation problems and on my knowledge of fees paid for appraisal of similar properties in this vicinity I have determined that the fees as proposed under the contract are reasonable and are therefore recommended for acceptance.

RECOMMENDED:

ACCEPTED:

\_\_\_\_\_  
CITY APPRAISAL AND REVIEW MANAGER  
RIGHT OF WAY Acquisition Coordinator

\_\_\_\_\_  
Isaiah Hugley, City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Clifton C. Fay, City Attorney

\_\_\_\_\_  
Clerk of Council



**Appraisal Requirements**

Parcel Number	Due Date/ No. of Days	Fee Quote	388-C	388-N	Comments
	<b>TOTAL</b>	<b>\$</b>			

**ATTACHMENT B**

**APPRAISAL REPORT DISCLOSURE FORM**

I fully understand that the information provided below will be used to determine my eligibility for appraisal work, as proposed in the attached Appraiser Agreement.

I also understand that I might not be awarded this particular contract if, in the opinion of the Local Government Right of Way Acquisition Coordinator, that my outstanding workload would jeopardize the timely completion of this contract.

The following information is a summary of all unfinished appraisal work on previously approved contracts, updates for court testimony (in progress or recently requested), outstanding reports under revision due to plan changes, or corrections requested by the Local Government Right of Way Acquisition Coordinator.

DOT/Local Government	Project Number	County	Number of Outstanding Parcels	Anticipated Completion Date



## EXHIBIT “1”

### SUPPLEMENT TO APPRAISER AGREEMENT REQUIREMENTS FOR SUPPORTING DAMAGES

As a result of right of way acquisition along this particular project corridor, the value of certain improved residential, commercial, office/institutional or transition (conversions or potential conversions) remainder properties may be adversely affected.

In order to absolutely assure that these potential adverse effects are investigated and measured properly, the following procedures are mandatory, as a condition of this appraisal agreement.

#### A. Residential Improvements – Proximity

1. Measure distance to the subject improvement from existing and proposed right of way and roadbed. Particular attention should be given to establishing normal market setbacks in the before situation.
2. Measure distance from existing right of way and roadbed to structure on all applicable comparable sales and rental properties utilized in the valuation analysis. Denote specific sales and rentals, which may represent after situations (existing proximity problems).
3. Prepare a subject property and sales and rental chart to include the following data proximity measurements, physical descriptions (size, construction features, condition, etc), land area, land value, abstracted improvement contribution (total value and per sq. ft. value), rent, per sq. ft. of building and monthly rent. Charts should be included in the data book.
4. The appraiser should develop his/her own matching pair comparisons (sales and rentals with and without proximity as a factor) of property located on subject project or similar, nearby road projects. He/she should prepare a comparison chart illustrating percentage or dollar fluctuations in improvement contributions and/or rent per sq. ft. of building and monthly rent. Conclusions developed from this data should be applied to subject properties in an appropriate manner.
5. Under no circumstances will proximity studies previously prepared by other appraisers be accepted as sole support for measurement of proximity damages without convincing evidence that Step No. A. 4 have been attempted.

If studies by others are used, the appraiser should attempt to analyze the data independently and arrive at his/her own conclusions, rather than accepting the conclusions presented by other appraisers.

#### B. Commercial, Office Institutional, Transitional Improvements – Parking Loss, Access Changes, Grade Changes, etc.

1. Measure distance from building to existing and proposed right of way and roadbed from all applicable subject parcels.
2. Prepare a parking space layout drawing, both in the before and after situations. If a cost to cure report is provided, the parking layout drawings contained therein may be referred too.
3. Parking space to subject improvement area ratios, both before and after a proposed acquisition, should be prepared in grid chart form and included in the data book.
4. Direct comparison and matching pair comparisons, measuring parking reduction, access change, and grade change effects on building price per sq. ft., rent per sq. ft. and monthly rent should be extracted from subject project area or similar road projects. The indications from this data should be summarized in grid form and included in the data book.

5. Under no circumstances will studies prepared by other appraisers be accepted as sole support for measurement of damages resulting from parking loss, access changes, grade changes, etc. without convincing evidence that Step No. B. 4, has been attempted.

If studies by others are referred to, the appraiser should attempt to analyze the data independently and arrive at his/her own conclusions, rather than accepting the conclusions of another appraiser.

## EXHIBIT “2”

### Georgia DOT Approved Appraisers Roster

Appraisers on the Roster are classified in Levels according to their expertise and ability to perform progressively difficult appraisal assignments. The level is assigned by the State Appraisal and Review Manager with advice from the Review Appraiser Staff and based on each fee appraiser’s experience and performance history with the Department. Appraisers on the Roster are classified as follows:

1. Level I

Preliminary training level for fee appraiser’s first assignment to the approved Appraisers Roster. Prerequisite to admission to the roster, applicants must be approved by the State Appraisal and Review Manager and complete required orientation training. Applicants will be given a simple assignment on an active DOT project. This work must be evaluated and approved before an appraiser progresses to Level II.

2. Level II

Approved to bid on and complete simple acquisition problems where no damages to the remainder are evident, involving vacant land only (all types), site improvements, and total acquisitions of single-family residential properties.

3. Level III

Approved to bid on and complete:

- a. Level II acquisition problems
- b. Before and after acquisitions of vacant land (all types) and single family residential structures with or without damages
- c. Acquisitions of non-residential structures where no damages to the remainder are evident

4. Level IV

Approved to bid on and complete:

- a. Level II and III acquisition problems
- b. Before and after acquisition of non-residential structures of moderate to complex levels of difficulty, requiring an analysis to determine potential damages.

5. Level V

Approved to bid on and complete:

- a. Level II, III, or IV acquisition problems
- b. Before and after acquisitions of improved properties of the most complex levels of difficulty, requiring an extensive and perhaps innovative analysis to determine value and / or potential damages. Examples of such appraisals may include: Partial acquisitions of non-residential property with partial mitigation of consequential damages, and partial and total acquisitions of complex properties such as regional shopping center, transportation facilities, communications facilities, automotive dealerships, franchise restaurants, motels, hotels, and multi-family residences, office and industrial parks, or any other appraisal problem that would, in the judgment of the Right of Way Staff, require and extraordinary analysis. A regional data search may be required.

# **EXHIBIT C**

## **PROPOSAL SUBMISSION** **(Pages 49 - 57)**

- 1) Cost Proposal Plan**
- 2) Contract Signature Page**
- 3) Form W-9**
- 4) Georgia Security and Immigration Compliance Act (GSICA)**
- 5) Insurance**



**CONTRACT SIGNATURE PAGE**

**The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia for the following:**

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

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Witness as to the Contractor

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Witness as to the Contractor

\_\_\_\_\_  
Business Name

(Corporate Seal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA**

Accepted this \_\_\_ day of \_\_\_\_\_ 2010

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Isaiah Hugley, City Manager

\_\_\_\_\_  
Clifton C. Fay, City Attorney

**ATTEST:**

\_\_\_\_\_  
Tiny B. Washington, Clerk of Council

**\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\***

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See specific instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
: : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**VENDOR INFORMATION REGARDING  
"GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT"  
OF 2006**

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page you will be required to verify the number of employees in your company. As of July 1, 2009, all contractors must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT". Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page: [www.columbusga.org/Finance/Purchasing\\_docs/Georgia\\_Security\\_and\\_Immigration\\_Compliance\\_Act\\_of\\_2006.pdf](http://www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf)

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006**

**Effective for contracts commencing after July 1, 2007**

**REQUIRED CONTRACT CLAUSES**

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

- "500 or more employees"
- "100 or more employees"
- "fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s)' indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Print Name of Authorized Agent and Title: \_\_\_\_\_

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **Columbus Consolidated Government, Columbus, Georgia**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Columbus Consolidated Government, Columbus, Georgia**, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE**

\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**(End of Form)**

Authority O.C.G.A. 13-10-91.

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation, which is engaged in the physical performance of services under a contract with:

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

on behalf of **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE**

\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**(End of Form)**

Authority O.C.G.A. 13-10-91.

**SOLICITATION ID: RFP NO. 10-0014**

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS  
INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

<b>Required Coverage(s)</b>		<b>Limits (Figures denote minimums)</b>	<b>Bidders Limits/Response</b>
<b>X</b>	1. Worker's Compensation and Employer's Liability	\$1 Million/accident, \$1 Million/disease, \$1 Million/disease policy limit	
	<b>Comprehensive General Liability</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	3. Independent Contractors and Sub – Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability</b>		
<b>X</b>	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
<b>X</b>	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
18. XCU (Explosive, Collapse, Underground) Coverage		
19. USL&H (Long Shore Harbor Worker's Compensation Act)		
20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
<input checked="" type="checkbox"/> 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<input checked="" type="checkbox"/> 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<input checked="" type="checkbox"/> 24. The City shall be named Additional Insured on all policies		
<input checked="" type="checkbox"/> 25. Certificate of Insurance shall show Bid Number and Bid Title		
26. Pollution:	\$2 Million per occurrence/claim	

\*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the Bidders Limits/Response column of the insurance checklist.

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_