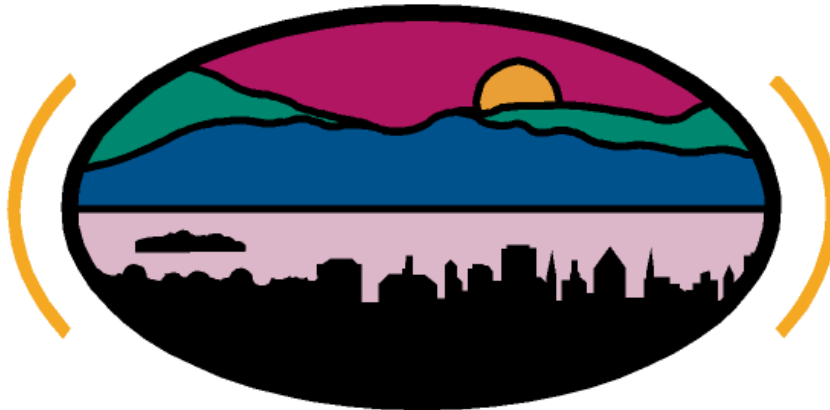


CITY OF BURLINGTON, VERMONT



REQUEST FOR PROPOSALS

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL
OF ALL REAL PROPERTY
EFFECTIVE FOR THE GRAND LIST OF APRIL 1, 2021

ISSUED: January 3, 2019

DUE: February 6, 2019

SUBMIT PROPOSALS TO:

ASSESSOR'S OFFICE
John Vickery, City Assessor
City of Burlington
149 Church St Rm 17
Burlington, VT 05401

(802)-865-7114

REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF
ALL REAL PROPERTY
EFFECTIVE FOR THE GRAND LIST OF APRIL 1, 2021

The City of Burlington is soliciting proposals from qualified firms and individuals to provide services for the reappraisal of all real property located within the City of Burlington as more fully described in the RFP specifications.

Proposers are required to submit the proposal as a PDF via email to jvickery@burlingtonvt.gov and three (3) double-sided copies and a bid bond or cashier's check in the amount of ten percent (10%) of the base bid no later than February 6, 2019 at 2:00 p.m. to the Office of the Assessor, with the exception that bids for Option 3 and Option 4 are to be submitted separately and have a submission deadline of April 1, 2019. Proposers bidding only on one or more of the options, and not submitting a base bid, are not required to submit a bid bond.

John Vickery, City Assessor
City of Burlington
149 Church St Rm 17
Burlington, VT 05401

At this time, proposals will be opened and publically read out loud. Proposals should be clearly labeled "Time Sensitive – Reappraisal Services" with the firm or individual's name and address on all bid packages. Proposals received after that date and time will be rejected.

To answer any bid questions, all bidders for the base reappraisal are encouraged to attend a pre-proposal meeting on Thursday, January 23, 2019 at 10:00 a.m. in the Burlington City Hall, 149 Church St, Burlington, VT 05401.

Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The City of Burlington reserves the right to reject any, or any part of, or all bid proposals; to waive informalities technicalities, and defects in same; and to accept that bid which the City deems to be in the best interest of the City of Burlington.



John Vickery,
City Assessor

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Article I.

SECTION 1.01 SCOPE OF THE REAPPRAISAL PROJECT

1. The Reappraisal PROJECT requires the complete Reappraisal of all taxable and tax exempt real property located within the corporate limits of the City of Burlington, Vermont.
2. The RFP was written to outline and describe a Reappraisal Project that could be provided by one CONTRACTOR. Bidders may bid on the entire Reappraisal Project or on project components that best utilize their professional expertise.
3. The CONTRACTOR that executes a CONTRACT with the City of Burlington shall furnish all labor, materials, supplies and equipment, and shall perform all work for the PROJECT in strict accordance with these contract specifications and shall be in compliance with the State of Vermont Department of Taxes Administrative Rules governing Reappraisals. The CONTRACTOR will be responsible for all cost involving postage, paper, and printer cost, forms, etc. required for the successful execution of this project; (i.e., neighborhood notifications, appointment for interior inspection, income & expense forms, property record card paper & printing, informal taxpayer hearing notices and re-notices, etc.).
4. The PROJECT shall be subject to the direct supervision and approval of the City Assessor of the City of Burlington.
5. The City Assessor shall have final approval of personnel, forms, records and materials utilized in this PROJECT. The PROJECT shall conform to the Standards and Qualifications defined by the rules of the Department of Taxes, Division of Property Valuation and Review (PVR), State of Vermont.
6. The appraised values to be determined shall be fair market value as defined in the Vermont Statutes Annotated, Vermont Supreme Court decisions and City Charter. The basis of valuation shall be the recognized methods of appraising real property, as defined by the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute and the International Association of Assessing Officers (IAAO). Assessed values are to be determined as defined in the City Charter. Homestead valuation is to be determined based on the definition found in the Vermont Statutes Annotated.
7. The PROJECT shall include the appraised valuation and assessed valuation of all taxable and exempt real property, including land, buildings and improvements.
8. The City Assessor shall make all decisions regarding the taxable status of any property
9. The CONTRACTOR will implement property data on the existing Patriot Properties Inc. AssessPro Computer-Assisted Mass Appraisal system (CAMA) or on an alternative CAMA software package acceptable to the City. If bidders provide an alternative CAMA system conversions costs and support costs are to be itemized.
10. The effective date of this Reappraisal PROJECT shall be for the assessment appraisal date of April 1, 2021. Valuations and appraisals of all taxable and exempt real property shall reflect the fair market value as of April 1, 2021.

SECTION 1.02 PARCEL COUNT

Approximate number of parcels as of April 1, 2018, were as follows:

Number of Real Estate Properties

Single Family Residential (R1, V1)	5,235
Two Family (R2)	1,046
Three Family (R3)	370
Four Family (R4)	241
Residential Condominiums (RC)	2,155
Mobile Homes (MH, ML)	127
Apartments with 5+ Units (RA)	397
Commercial/Industrial (C, CC, CR, CRC)	536
Industrial (I)	19
Utility & Farm (UE, OU, F)	11
Tax Exempt (E, TE, EU, EL)	333
Miscellaneous lots & land (FL, EL, IL, RL, WL)	366
Total	10,836

SECTION 1.03 PERTINENT CITY DATA

1. The last Reappraisal was effective as of April 1, 2005, performed by Cole Layer Trumble CONTRACTOR currently known as TYLER TECHNOLOGIES. Most residential properties have been appraised by a Sales Comparison Approach with support from a market derived Cost Approach. Most commercial properties have been appraised by the Income Approach as the preferred approach to value with support from the Cost Approach.
2. The City currently uses Patriot Properties Assess Pro 4.5 CAMA system. Depending on the outcome of the bidding, the City may employ an alternative CAMA system or upgrade the existing system.
3. Estimated Population as of 2017 is 44,020.
4. The total area of the corporate City is 10.6 square miles.
5. As of April 1, 2018 there were 10,836 parcels in the City of Burlington representing \$3,841,708,929 in total taxable valuation, and \$1,667,965,657 in tax exempt valuation.
6. Burlington has two Tax Increment Finance Districts (TIF). There are properties that make Payments In Lieu of Taxes (PILOTS) and payment for services. Two farm properties are in the State's farm land tax abatement program called the "Current Use program".

SECTION 1.04 PROPOSAL PROCESS SCHEDULE

Event	Date	Time
Issue RFP	1/3/19	
Pre-proposal Conference	1/23/19	10:00 a.m.
Responses to Written Questions from Pre-proposal Conference	1/30/19	
Opening and Receipt of Sealed Proposals	2/6/19	2:00 p.m.
Review of Proposals	2/7/19 to 2/18/19	
Conduct Interviews with Potential Contractors	2/21/19 to 2/28/19	
Selection of Most Responsive Bidder(s)	3/1/19	
Contract Negotiations	3/2/19 to 3/15/19	
Contract Award by City	3/20/19	

ARTICLE II. GENERAL CONDITIONS

SECTION 2.01 PROJECT AWARD

The City of Burlington reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities; and to accept the proposal that the CITY deems to be in its best interest. Proposal price shall be a consideration, but lowest dollar cost proposal shall not be the sole criteria to be considered. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the CONTRACTOR, quality and experience of the CONTRACTOR personnel, the nature and size of the CONTRACTOR organization, and the quality of similar projects performed by the CONTRACTOR in the past.

The criteria upon which proposals will be evaluated include, but not be limited to, the following:

1. Directness of response to the specifications.
2. Experience and qualifications of the staff to be assigned to this particular project.
3. Cost of the project will be considered, but will not be the sole basis for evaluation. CONTRACTORS must demonstrate that they are qualified and responsible as well.
4. Ability to meet Project timetable.
5. Range and completeness of the public information program.
6. Use of Appraisal Technology
7. Prior performance

Each CONTRACTOR, corporation, partnership, or individual will have the opportunity, in a face to face interview, to exhibit their software and demonstrate their appraisal and technological expertise.

SECTION 2.02 CONTRACTOR REQUIREMENTS

Requirement to Conduct a Revaluation is Controlled by State Law.

By submitting a proposal, CONTRACTOR expressly acknowledges that the CITY'S duty to perform a revaluation derives from state statutes and that such statutes are continuously subject to reform, amendment or repeal as the State Legislature may deem appropriate. The CONTRACTOR shall amend its proposal to conform same to any standard imposed by law upon CONTRACTOR or the CITY.

(a) Certification

Each CONTRACTOR, corporation, partnership, or individual engaged in Real Property Appraisal must hold, from the time of submission of the proposal through the completion of all work hereinafter required, written certification of approval by the Vermont State Department of Taxes to conduct Real Property Reappraisal Services.

(b) Contractor Experience

Each proposal submitted shall itemize the CONTRACTOR qualifications and experience. The CONTRACTOR shall submit a complete client list of municipalities to which it has rendered services during the last five (5) years. At least five (5) such projects shall have been performed for a municipality whose assessment list is comparable or larger than the City of Burlington.

The client list shall indicate a scope of services provided, contract year, parcel count, contract price and price per parcel.

The Proposal shall also include a statement showing the number of years actually engaged as a CONTRACTOR, corporation, partnership or individual specializing in appraisal or software technology services.

SECTION 2.03 PERSONNEL

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall adhere to all legislation related to employment procedures. The CITY will request and have the final decision as to the specific personnel that will be assigned to perform all tasks related to the Burlington Revaluation.

The ability of the CONTRACTOR to commit specific personnel for the duration of the project will have a direct effect on the awarding of the contract. The CONTRACTOR will provide a list of assigned personnel to the CITY at the time the proposals are due. All personnel assigned to this project shall be subject to the approval of the CITY and shall be subject to removal from the project by the CONTRACTOR upon the written order of the CITY.

The potential CONTRACTOR must identify in the bid all project staff and their specific responsibilities. A listing of concurrent projects that the employees will be assigned to must also be identified.

A minimum number of workdays to be spent on the Burlington project for each employee must be identified. Proposals must identify a Project Manager, Field Appraisal Supervisor, Residential Appraisers, and a Commercial Appraiser. The CITY must approve any changes to the CONTRACTOR'S staffing as outlined in their proposal. Any proposed new or replacement staff are subject to the approval of the CITY.

(a) Minimum Staff Qualifications

PROJECT SUPERVISOR

The administration of this project shall be assigned by the CONTRACTOR to the Project Supervisor, who shall be certified by the State of Vermont under the provisions of Vermont Administrative Rule 86-P65. The Project Supervisor shall have not less than ten (10) years of practical appraisal experience in the appraisal field. At least five (5) years of this experience shall have been in the mass appraisal field and shall have occurred within the past eight (8) years. A listing of the projects he/she has worked on over the past ten (10) years and the specific duties of each project shall be provided. This Project Supervisor shall be subject to the approval of the ASSESSOR.

The Project Supervisor shall be responsible for all work performed by the CONTRACTOR and shall be assigned to the CITY for the duration of the valuation, except for illness or severe disability, or other circumstances recognized by the CITY.

REVIEWERS AND APPRAISERS

Reviewers and appraisers shall be certified by the State of Vermont under the provisions of Vermont Administrative Rule 86-P65 and shall not have less than five (5) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. At least two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. Reviewers and Appraisers shall be subject to the approval of the ASSESSOR. Lead Residential and Lead Commercial Appraisers shall be assigned to the CITY for the duration of the valuation, except for illness or severe disability, or other circumstances recognized by the CITY.

DATA COLLECTORS

Data Collectors shall have no less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Supervisor, who is certified by the State of Vermont under the provisions of Vermont Administrative Rule 86-P65. The Project Supervisor is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Data Collectors. The minimum age for Data Collectors shall be twenty-one (21) years of age. The CONTRACTOR must exercise extreme vigilance over the instruction and supervision of the Data Collectors, emphasizing the absolute necessity for the Data Collectors to help establish a good relationship with the property owners.

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State Governments. The CONTRACTOR shall submit to the CITY written qualifications of all personnel assigned to this PROJECT in the form of a resume.

(b) Identification

All field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph,

supplied by the CONTRACTOR and signed by the City Assessor.

(c) Conflict of Interest

The CONTRACTOR shall not employ any local residents without Assessor review and approval relative to potential conflicts of interest. The CONTRACTOR shall not have employees conducting independent fee appraisals within Burlington during the City-wide Reappraisal, or appealing assessments five (5) years following the reappraisal. Employees will not participate in the valuation of any parcels in which they have a financial interest.

(d) Background Check

All personnel may be subject to background checks by the Burlington Police Department.

(e) Conflict of Interest

No resident of the CITY or CITY employee shall be employed by the CONTRACTOR without prior approval of the CITY.

(f) Dress Code

All personnel in the employ of the CONTRACTOR should wear appropriate business attire and maintain a professional demeanor in the field and in the office, subject to the approval of the CITY.

(g) Subject to Assessor Approval

All personnel assigned to this PROJECT shall be subject to the approval of the City. If the City finds cause to remove personnel from this PROJECT, it shall be done upon written recommendation of the City Assessor to the CONTRACTOR. Personnel assigned to this PROJECT must remain on staff until the CONTRACT is completed. This requirement may be waived if the employee is terminated or the City Assessor asks that the employee be removed from the PROJECT.

(h) Livable Wage

The Consultant is advised that certain City Contractors are required to comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to service contracts with the City of Burlington (as opposed to purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. As of July 2018, the livable wage for employees who receive health care benefits is \$14.52 per hour. The livable wage for employees who do not receive health care benefits is \$16.20 per hour. These amounts are calculated and subject to change each year.

An employee of a covered Contractor (Consultant) must be paid the livable wage during the period of time he or she expends on furnishing services funded by the City. Covered employees must agree to the payment of the livable wage as a condition of entering into a covered service

contract with the City. A covered employer who violates the Livable Wage Ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies. Please see Livable Wage Ordinance for a more detailed description of its requirements. <https://www.burlingtonvt.gov/CityCouncil/Livable-Wage-Ordinance>

The Consultant is required to submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract. The Consultant shall agree to provide payroll records or other documentation as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from the receipt of the city's request.

(i) Office Hours

The CITY shall furnish the CONTRACTOR sufficient office space and necessary office furniture and allow access to the copier equipment to carry out the terms of this contract. The CONTRACTOR shall be responsible for all associated costs and copier expenses. The City Assessor's office shall be open during the regular hours maintained by the City of Burlington. If the office is not open, the CONTRACTOR shall inform the City Assessor as to the work schedule of the contract representative.

ARTICLE III. PROTECTION OF THE CITY

Section 3.01 INSURANCE REQUIREMENTS

The CONTRACTOR shall not commence work under the contract until they have obtained all insurance required under this article and the City of Burlington has approved such insurance, nor shall the CONTRACTOR allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the CITY and shall be subject to the approval of the CITY for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the CITY shall be notified of cancellation or change at least sixty (60) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the CITY and shall state the limits of liability and the expiration date for each policy and type of coverage. The City of Burlington shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the CITY not less than (10) days before the expiration of such policies.

(a) Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this contract, and for two years after expiration of this contract, Commercial General Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the CITY. In addition, such insurance shall be primary over any collectible and valid insurance of the CITY and insured with companies with a minimum Best's rating of A+. Such insurance shall contain, without limitation, the following endorsements and/or provisions: Broad form contractual liability covering oral and written contracts; aggregate limit of liability to apply on a per job basis; explosion, collapse and underground hazards; coverage for the CONTRACTOR or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:

\$1,000,000 liability	each occurrence bodily injury/property damage covering premises and operations
\$1,000,000	personal and advertising injury each occurrence
\$2,000,000	bodily injury/property damage aggregate limit
\$1,000,000	completed operations and products liability directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:
\$1,000,000 liability	each occurrence bodily injury/property damage covering premises and operations
\$1,000,000	personal and advertising injury each occurrence
\$2,000,000	bodily injury/property damage aggregate limit
\$1,000,000	completed operations and products liability

(b) Commercial Automobile Insurance

The CONTRACTOR shall take out and maintain during the life of this contract, Commercial Automobile Insurance, which shall cover the operation of all motor vehicles, owned by the CONTRACTOR. Such insurance shall also cover the hired and non-owned autos of the CONTRACTOR and insured with companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000 bodily injury/property damage each accident
\$1,000,000 hired and non-owned autos

(c) Worker's Compensation and Employer's Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this contract, Workers Compensation and Employers Liability Insurance for all of CONTRACTOR's employees, employed at the site and in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide such coverage for all employees of the latter unless such employees are covered by the protection of the CONTRACTOR.

\$100,000 each accident
\$100,000 disease each employee
\$500,000 disease policy limit

(d) Professional Errors and Omissions Insurance

The CONTRACTOR shall take out and maintain, if so required by City of Burlington, during the life of this contract, and for two years after expiration of this contract, for Professional Errors and Omissions Insurance (i.e. architects, engineers, etc.):

\$1,000,000 per claim
\$2,000,000 aggregate limit

(e) Commercial Umbrella Liability

The CONTRACTOR shall take out and maintain, if so required by the City of Burlington, during the life of this contract, and for two years after expiration of this contract, Commercial Umbrella Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the CITY. In addition, such insurance shall be primary over any collectible and valid insurance of the CITY and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, a following form endorsement, which shall not diminish, restrict or exclude coverage provided by any primary underlying policies. The amounts of such insurance shall be in following minimum limits:

\$5,000,000 each occurrence
\$5,000,000 aggregate limit

(f) Owners and Contractors Protective Liability Insurance

The CONTRACTOR shall purchase and maintain during the life of this contract an Owners and CONTRACTORs Protective Liability Policy in the name of the City of Burlington and insured companies with a minimum Best's rating of A+ and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000 bodily injury/property damage each occurrence
\$2,000,000 bodily injury/property damage aggregate limit

If CONTRACTOR/VENDOR is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Contract/Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The CONTRACTOR shall maintain coverage for the duration of the contract and for two years following the completion of the contract.

A Purchase Order for work shall not be issued until the CITY has received the required Insurance Certificate (3 copies), which names the CITY as an additional insured.

(g) Tail Coverage

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Section 3.02 INDEMNIFICATION/HOLD HARMLESS

The CONTRACTOR shall at all times indemnify and save harmless the CITY of Burlington and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the CITY of Burlington or (b) the CONTRACTOR, subcontractors or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the CONTRACTOR or his subcontractor or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The CONTRACTOR further undertakes to reimburse the CITY of Burlington for damage to property of the CITY of Burlington caused by the CONTRACTOR, or their employees, agents, subcontractors or by faulty, defective or unsuitable material or equipment used by him or them.

The CONTRACTOR shall hold and save the CITY and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including its use by the CITY unless otherwise specifically stipulated in this Proposal.

Failure of a CONTRACTOR to deliver within the time specified or to deliver within the time extended by the CITY, and failure to make replacements of rejected articles when so requested, immediately or as directed by the CITY shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his Subcontractors, the CITY may serve written notice upon the VENDOR of the intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the CONTRACTOR, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the CITY shall immediately serve notice thereof upon the Vendor.

If the contract is terminated, the CITY of Burlington reserves the right to award the Proposal to next lowest responsible VENDOR or purchase on the open market. In either event, the defaulting CONTRACTOR (or his surety) shall be liable to the CITY for cost to the CITY in excess of the defaulted contract prices.

(a) Changes and Subletting of Contract; Revisions, Modifications and Subletting

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

Section 3.03 LIQUIDATED DAMAGES

Failure of the CONTRACTOR to complete on agreed upon contract dates and milestones shall be cause for a payment from the CONTRACTOR on the request of the CITY in the amount of ONE THOUSAND DOLLARS (\$1000.00) per calendar day beyond the specified date of completion.

These liquidated damages, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, or acts of God or an order of court of competent jurisdiction are accepted.

Section 3.04 COMPLETION DATE

The completed appraisals, upon approval of the City Assessor, will be the basis for the assessment date as of April 1, 2021. All data contained on the appraisal cards, and the software

package shall reflect Vermont Department of Tax “assessment date”. The assessment date is on April 1, of each year. The appraised values should be as of April 1, 2021.

Section 3.05 TIME SCHEDULE

Reappraisal work shall start in the CITY no later than thirty (30) days after execution of the CONTRACT.

All corrected and finalized appraisal cards shall be completed and turned over to the CITY no later than July 30, 2021.

TIME IS OF THE ESSENCE

The various phases of the Reappraisal PROJECT shall be completed in compliance with the following schedule recognizing that the start date, as anticipated by the CITY, may be negotiated. The CONTRACTOR shall submit a Gantt Chart or similar scheduling tool that the CONTRACTOR creates and follows. Such scheduling tool shall be approved by the City Assessor. Bi-monthly progress meetings must be held with the Assessor to review project completion and milestones.

The following page represents a preliminary PROJECT Schedule. The final PROJECT Schedule agreed to with the CONTRACTOR will be included in the signed contract.

PROJECT SCHEDULE TASK LIST	START	COMPLETE
Some task(s) may be conducted by City Assessor, & Special Project Contractors		
Execution of Contract(s)	3/20/2019	3/20/2019
Provide Performance Bond	3/29/2019	3/2/2019
Project Management	3/29/2019	4/1/2022
Project Start-Up	3/29/2019	3/29/2019
Documentation	3/29/2019	7/1/2021
Public Relations Plan	3/29/2019	3/29/2019
Public Relations Program	3/29/2019	7/30/2021
Preliminary Valuation Modeling Decision and Design	4/15/2019	4/20/2019
CAMA Software Installation	4/15/2019	4/20/2019
CAMA Software Conversion	4/15/2019	4/20/2019
CAMA Software Training	4/20/2019	4/25/2019
Property Record Card Design	4/26/2019	5/1/2019
Data Mailer Web Design	4/26/2019	5/1/2019
Income and Expense Form Web Design	5/1/2019	5/30/2019
Informal Hearing Web Design	5/1/2019	5/30/2019
Printing and Mailing of Data Mailers (2 Runs)	5/2/2019	5/2/2020
Data Mailers Processing (2 Runs)	5/16/2019	12/15/2020
Data Entry	5/2/2019	7/30/2021
Street Level Imagery	3/15/2019	4/15/2019
Oblique and Ortho Imagery	3/15/2019	4/15/2019
Imagery Training	4/20/2019	5/1/2019
Imagery Integration with CAMA and GIS Software	4/15/2019	4/20/2019
Sketch Error Identification	4/21/2019	4/30/2019
Measurement Verification of Sketch Errors	5/1/2019	7/1/2019
Sales Analysis and Verification	5/1/2019	4/1/2021
Inspection of Sales	5/5/2019	4/1/2021
GIS Modeling	6/1/2019	12/1/2020
Neighborhood Delineation	6/1/2019	7/1/2019
Land Unit Value Tables	7/1/2019	7/30/2019
Quality Control	3/2/2019	4/1/2021
Commercial/Industrial/Exempt/TIFs Data Collection	7/1/2019	1/1/2020
Residential Data Collection	7/1/2019	2/1/2020
Callback Appointment Process	7/15/2019	2/28/2020
Cost and Depreciation Schedules	8/1/2019	6/1/2020
Economic Rent, Expense Tables CAP Rate Development	8/1/2019	6/1/2020
Residential Market Model	1/5/2020	3/1/2020

Residential Review	3/2/2020	12/1/2020
Commercial/Industrial/Exempt Review	3/2/2020	12/1/2020
Top 10 CIA Restricted Use Appraisals	7/1/2020	12/1/2020
City Assessors' Review of Values	4/1/2020	1/1/2021
Statistical Testing (2 Runs)	12/1/2020	4/1/2021
Staff Valuation and Modeling Training	1/6/2020	4/1/2021
Print Preliminary Notice	1/20/2021	1/25/2021
Mail Preliminary Notice	1/26/2021	1/28/2021
Preliminary Informal Appeal Process - Web and Face to Face	2/5/2021	2/28/2021
Print Final Notice	4/1/2021	4/2/2021
Mail Final Notice	4/3/2021	4/4/2021
Board of Assessor's Appeal Process - Web and Face to Face	4/5/2021	4/30/2021
Final Checks/Final File Maintenance/Reappraisal Notices	6/1/2021	6/15/2021
Turn Over Digital CAMA File - Acceptance of Value	7/1/2021	7/1/2021
Defense of Values (BTA/Superior Court)	7/30/2021	7/30/2022

SECTION 3.06 CANCELLATION AND MATERIAL BREACH

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its right hereunder to terminate the CONTRACT and withhold any payments due.

Should the CONTRACTOR fail to fulfill, in a manner deemed timely and satisfactorily to the CITY, its obligation under the CONTRACT, or if the CONTRACTOR should violate any of the material covenants, conditions or stipulations of the CONTRACT, which failure or violation shall continue and is not cured for five (5) days after written notice and description of said failure or violation is provided by the CITY; then the CITY shall have the right to terminate the CONTRACT by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination; and the CONTRACTOR shall remain liable for the breach of the CONTRACT by the CONTRACTOR.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the City Assessor's direction, vacate the office space provided by the CITY in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the CITY, in good condition. Any funds held by the CITY under the CONTRACT shall become the property of the CITY to the extent necessary to reimburse the CITY for its cost in obtaining another contractor and supervising the transition. Termination of the CONTRACT and retention of funds by the CITY shall not preclude the CITY from bringing an action against the CONTRACTOR before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the CITY may possess in the event of the CONTRACTOR'S failure to perform, including but not limited to, recovery costs and attorney fees.

(a) Excusable Delays

In no event shall either party be liable to the other for any delay or failure to perform which is due to any act of God, or actions of civil or military authorities, civil disturbance, wars, strikes, fires, natural catastrophes or other similar causes beyond the control and without the fault or negligence of the party claiming excusable delays.

(b) Arbitration

Any and all controversies arising out of or relating to the CONTRACT or the breach thereof shall be settled by arbitration. In the event anything in the CONTRACT states or implies otherwise, arbitration shall be the exclusive route to resolve a dispute between the parties.

The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Burlington, Vermont. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other. In the event the parties are unable to agree on the arbitrator then application shall be made to the Chittenden County Superior Court.

The arbitrator shall have the power to determine the interpretation of any provision of the CONTRACT, the power to issue an order to cure a violation and the power to determine all legal, equitable or contractual rights of the parties, including assessing damages, costs and attorney's fees.

ARTICLE IV. RESPONSIBILITIES OF THE REAPPRAISAL CONTRACTOR

The CONTRACTOR shall in good faith use its best efforts to assist the City Assessor in determining accurate and proper market valuations, and shall not knowingly undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities as stated in these specifications.

SECTION 4.01 SCHEDULE AND PERCENTAGE OF COMPLETED WORK

The CONTRACTOR shall submit with their proposal, acceptance of the proposal schedule or reasonable modification to the proposed schedule, plus a fee breakdown for each of the components.

For the number of properties in excess of 105% of those quoted in the parcel count section of this RFP additional fees will be charged on a per parcel basis. These charges are to be applied by property class as identified and will be added to the total base contract price.

The Contractor must indicate in their proposal the additional fee/parcel to be charged if the parcel count exceeds 105%.

SECTION 4.02 PAYMENT SCHEDULE

Payments shall be made in the following manner:

Thirty (30) days after the execution of the contract, and thereafter within ten (10) days of the end of each succeeding month, the CONTRACTOR shall forward to the City Assessor an invoice of work completed during the thirty (30) day period of the preceding month. Such invoice will itemize and accurately indicate the extent and nature of the work performed by volume, street, and category or in any other manner required by the City Assessor.

All monthly progress reports and work completed will be subject to the review and approval of the City Assessor. Payment shall be within thirty (45) days of approved invoice date. The Assessor will notify the CONTRACTOR within five (5) days of receipt of invoice if the invoice has been approved.

Upon the City Assessor's determination that the invoice accurately portrays the work performed during the previous month, a percentage payment, representing ninety (90) percent of the proportion of the total work completed for that month shall be paid to the CONTRACTOR.

Ten (10) percent of the total contract amount shall be withheld as retainage until such time as the City Assessor determines the CONTRACTOR has performed fully and satisfactorily all of its obligations, requirements and litigation support under the terms of the contract. Litigation support will continue until 7/3/2022.

SECTION 4.03 INFORMATION

Throughout the appraisal process, the CONTRACTOR shall satisfy all requests made by the City Assessor for information as to the CONTRACTOR'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Bi-monthly status meetings will be held with the Assessor. In addition, written monthly progress reports are required throughout the duration of the PROJECT.

(a) Public Relations

The parties of this Reappraisal PROJECT recognize that a good public relations program is required in order that the public of the City of Burlington may be informed as to the purpose, benefits and procedures of the Reappraisal.

The CONTRACTOR shall provide reasonable assistance to the City Assessor in conducting a program of public information through the web, press, radio and television. The CONTRACTOR shall participate in meetings with citizens, service clubs, neighborhood associations and property owner groups as a means of establishing understanding and support for the Reappraisal program and sound assessment administration. The CONTRACTOR shall supply visual aid and other media at its disposal to this end. The CONTRACTOR shall be responsible for providing monthly public information notices and updates on the Assessor's website advising citizens of the PROJECT progress, at the CONTRACTOR'S expense. The City Assessor prior to release shall approve all public information releases.

All information and releases must have prior approval of the ASSESSOR.

With the participation and approval of the ASSESSOR, individual presentations shall be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT. This campaign shall continue on a regular basis for the duration of the PROJECT.

At a minimum, the following points shall be addressed:

- Significance of the property tax
- Necessity of PROJECT
- Purpose and methods of PROJECT Equity
- Role of CITY
- Role of CONTRACTOR
- Role of ASSESSOR
- Role of Appraisal and Imaging TECHNOLOGY
- Necessity of data collectors
- Caliber and training of data collectors
- Need for data quality control

Cooperation of the parcel owners is the key to success. The cost for any news releases shall be the responsibility of the CONTRACTOR. The format and content of such releases shall be approved by the ASSESSOR. The public relations program must remain flexible to provide

sufficient information to promote public understanding. The effectiveness of the public relations program shall depend on flexibility, since the success of the program can only be measured by interaction with and response from the public which is being addressed.

The CONTRACTOR must submit a public relations plan with their Proposal

SECTION 4.04 DATA ENTRY

The CONTRACTOR is responsible for all data entry and correction of property characteristics, valuation models, hearing changes and final value conclusions.

In the appraisal of residential properties, the City will rely heavily upon street level high resolution photos, returned data mailer data, property specific building and zoning permitting data, and recent MLS property data in lieu of requiring full inspections on all residential properties. As such, it is required that the Contractor, in conjunction with Assessor Office staff, utilize all of these data sources in its data entry and quality and conditional grading, along with any other applied modifiers, for each residential property.

Section 4.05 CONDUCT OF CONTRACTOR EMPLOYEES

As a condition of the CONTRACT, the CONTRACTOR'S employees shall at all times treat the residents, taxpayers and employees of the CITY with respect and courtesy; the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those CONTRACTOR employees who violate the terms of this provision.

Section 4.06 TRANSMITTAL OF RECORDS TO THE CITY ASSESSOR

Regular periodical delivery of appraisals in accordance with a schedule agreeable to the City Assessor and the CONTRACTOR shall be turned over to the City Assessor for review. All completed and corrected records shall be turned over to the CITY by July 30, 2021. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be appraised as of April 1, 2021. All property appraisals must be accepted by the City Assessor before the PROJECT can be considered complete.

All information, appraisals and records shall be considered confidential and not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by the CONTRACT shall conform to the procedures and technical requirements as directed by the City Assessor. At least bi-monthly, the CONTRACTOR'S project manager shall meet with the City Assessor to discuss the progress and various other details of the PROJECT.

ARTICLE V. RESPONSIBILITIES OF THE CITY

It will be clearly understood and agreed that the services rendered by the CONTRACTOR are in the nature of assistance to the City Assessor and all decisions as to proper valuations shall rest with the City Assessor. The Board of Assessors, the City Assessor, the City and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

SECTION 5.01 ITEMS FURNISHED BY THE CITY

The CITY shall make available updated tax maps and provide access to the GIS system parcel fabric and layers showing streets, property lines, and parcel identification numbers.

(a) Land Dimensions

The CITY shall make available lot sizes and total footage to the CONTRACTOR of all pieces of property where the maps or present records fail to disclose measurements or square footage. The CITY shall also provide assistance during informal reviews to resolve discrepancies due to land sizes, boundaries, etc.

(b) Zoning

The CITY will provide a set of current City zoning regulations and zoning maps, as well as information regarding variances and special exceptions granted by the CITY.

(c) Property Transfer

The CITY shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial file build by the CONTRACTOR. The CONTRACTOR shall update appraisal cards and the master file as necessary.

(d) Signing of Communications

The City Assessor shall sign communications to be mailed at the CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property and to obtain income and expense information for the income approach to value commercial properties.

(e) Mailing Address

The CITY shall make available through the City Assessor's office the current mailing address of all property owners.

(f) Data Entry

The CITY will be responsible for the data entry of all building permit numbers, types of permits, dates of COs, zoning and sales information.

(g) Remote Access

The CITY will allow limited remote access via secure VPN Access to the City's GIS, Imaging and CAMA Systems subject to permission by the Director of the Innovation & Technology Department and City Assessor.

ARTICLE VI. MISCELLANEOUS PROVISIONS

SECTION 6.01 WARRANTIES

The CONTRACTOR represents and warrants to the CITY that, the CONTRACTOR has the right to provide the software, hardware, materials and services listed and described in these SPECIFICATIONS and that any title that passes to the CITY for any equipment or materials shall be good and marketable title, free and clear of all liens, encumbrances, charges and other restrictions and that the CITY shall quietly and peacefully possess the hardware, software, materials and documentation provided hereunder subject to and in accordance with the terms of the CONTRACT.

The CONTRACTOR shall indemnify and hold the CITY harmless in any third party challenge as to the ownership of the software or as to any patent, copyright or trade secret infringement challenges.

The CONTRACTOR represents and warrants that the hardware, software documentation, and other goods and materials provided hereunder shall:

Be in good working order when installed, ready for use, free from any defects in material and/or workmanship.

Be fit for the particular purposes for which they are to be used.

Perform the functions, conforms to and operates in accordance with the specifications, documentation and such other descriptions, performance criteria and warranties as are contained in the CONTRACT.

The CONTRACTOR represents and warrants that any services provided by the CONTRACTOR hereunder, shall be rendered in a professional manner by qualified personnel trained and skilled in the performance of the specific service involved and that the CONTRACTOR shall employ qualified personnel in such positions as are necessary to execute or to fulfill all the terms and conditions of the agreement and that such personnel shall possess the minimum qualifications as established by Rules of the Department of Taxes, State of Vermont.

The CONTRACTOR represents and warrants that all goods, materials, hardware, software and services provided hereunder shall be in conformance and compliance with all applicable Federal, State and Local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of the agreement.

ARTICLE VII. SOFTWARE COMPONENT

The CITY may elect to purchase software enhancements or applications to assist or carry out portions of the Reappraisal. CONTRACTORS may bid on some, none or all of these software enhancements or applications in their bid. Bidding for these components can be found on Bidding OPTION 1 Form found in the Appendix. These software enhancements or applications are cited in the SECTIONS below:

SECTION 7.01 CAMA SOFTWARE

The CONTRACTOR will provide an upgrade to the existing CAMA system or an alternative CAMA software system. The Contractor is responsible to specify data conversion costs and annual support fees for 5 years. If the Patriot system is converted the CONTRACTOR is fully responsible for the conversion of all valuation tables, system calculations and property characteristics including sketches and images. The CONTRACTOR will produce a list of all database fields, tables and calculations that were not converted. The CONTRACTOR must data enter those fields, tables and calculations that were not converted. The final valuation after conversion must be within 5% of the final value as established on the most current grand list before the conversion. The CITY will be held harmless for conversion errors of fact, calculation or omission.

(a) Test Drive

The CONTRACTOR will provide a “test drive” of the new or upgraded software to the Assessor to help assess the features and abilities of the software to meet the needs of the CITY. During that “test drive” the CONTRACTOR should demonstrate, but not be limited to, the following:

- Transfers
- Building Permits
- Sketching
- Table development and modification
- Integration with GIS and Imagery
- Desktop Review
- Work flow monitoring and management
- Report Writing and ability to interface with Access queries
- Query Update feature

(b) Software/Software Compatibility

The CITY'S current operating system is Windows/SQL Server, with desktops running Windows 7 or Windows 10. Both server and desktop environments are virtualized.

The CITY'S current CAMA system is Patriot AssessPro 4.5. The proposed software should ideally contain at minimum the following capabilities but is not limited to such requirements:

- Ability to sync or bridge to Current Administrative/Tax Collection Software, which is NEMRC.
- Integrate with GIS/ESRI software.
- Mobile application for use on Microsoft surface, tablet or IPAD with sketching capabilities.
- Ability to host assessment with imagery and GIS maps on a public website.
- Ability to sync or bridge from Current Building Permit software.
- Ability to create user defined reports
- Ability to retrieve and update data through use of ACCESS Queries

The data contained in the CAMA software shall be accessible via customizable exports to standard file types such as CSV, text, Excel, Access, API or DBF. Exports shall be able to be performed by the CITY at their discretion.

(c) Software License

The CONTRACTOR shall include the name of the system and the cost of the system. Fees in addition to the base software should be itemized, i.e. per seat license fees, GIS integration, mobile application, web hosting, annual licensing fees or any other costs for services.

(d) Conversion Costs

The CONTRACTOR shall list the dollar amount which will be billed to the CITY by the CONTRACTOR for the cost to convert the CITY'S current CAMA system to the proposed new system the CONTRACTOR is recommending.

(e) Software Requirements

- Server and client based software must be fully supported to run on the newest generally available 64 bit versions of Microsoft Windows Server and Desktop operating systems.
- All underlying third party software components must be fully supported to run on the newest generally available 64 bit versions of Microsoft Windows Server and Desktop operating systems by the manufacturer
- All software components must be fully supported to run in a virtualized instance of the newest generally available 64 bit versions of Microsoft Windows Server and Desktop operating systems running in a VMware environment.
- All software must be kept up to date and patched as necessary to fix vulnerabilities as patches or new versions become available.

(f) Hardware

The CONTRACTOR will identify and provide all necessary hardware and interfaces to run any proposed CAMA System.

SECTION 7.02 CAMA\ADMINISTRATIVE FILE BRIDGE

The CONTRACTOR will provide all necessary software and technical support that will allow the CITY to create bridge which would transfer data from the CAMA System to the CITY'S Administrative/Tax Collection File (NEMRC). The Bridge will include a monthly and an annual export which will fulfill the requirements of the NEMRC and CAMA software. A copy of the file layout will be supplied upon request. An audit trail of the bridge will be provided after the running the bridge to show which records and variables were updated.

Section 7.03 CAMA\PERMITTING SOFTWARE BRIDGE

The CONTRACTOR will provide all necessary software and technical support that will allow the CITY to create a bridge which would transfer data to the CAMA System from the CITY'S permitting software. The Permit Bridge will include a monthly and an annual export which will fulfill the requirements of the CAMA software. A copy of the file layout will be supplied upon request. An audit trail of the bridge will be provided after the running the bridge to show which records and variables were updated.

SECTION 7.04 GIS INTEGRATION AND VALUATION MODELING

It is essential that the CONTRACTOR take full advantage of the CITY'S ESRI 10.6 GIS System. The CONTRACTOR will integrate statistical valuation models, imagery and CAMA databases with existing GIS parcel data. All sales analysis, property characteristics, cost data, income data and neighborhood delineation should be layered within GIS to discern spatial patterns and further enhance the quality of the valuation process. The software should enable statistical valuation modeling within GIS. Valuation models, such as MRA iterations, will be tested spatially as well as statistically. Documentation is required for query procedures.

The CONTRACTOR will allow a direct connection (SQL,ODBC) or provide an API to allow the export of all data, including image data such as property photos and sketches, to the CITY'S ArcGIS geodatabase. If the CAMA software requires any modifications to the existing geodatabase, such as a shared reference field, to maintain the one-to-one and the one-to-many linkages between the parcel polys in the geodatabase system and the parcel/unit specific information contained in the CAMA database the vendor will be responsible for providing such modifications, including the population of new attribute values in GIS. The CITY'S existing ArcGIS software and licenses shall be sufficient to facilitate these exports and linkages without the burden of additional software, ESRI licenses, or software development kits. The file system (data) will be property of the CITY of Burlington.

SECTION 7.05 WEB BASED DATA MAILERS

The CONTRACTOR will design, with the Assessor, a web based data verification tool enabling property owners to view and correct parcel data on-line. The CONTRACTOR will mail out data mailers to all improved residential properties. Property owners will be given an opportunity to request an inspection and verify data on-line or on paper through returned mail. The CONTRACTOR is responsible for the review, verification, input/importing and correction of data

in the CAMA system discovered through this process.

To ensure public confidence, taxpayers must play an important role in monitoring the quality of data collection. The CONTRACTOR, at its expense, must send data mailers to all owners of each residentially improved parcel of property who have not previously provided a completed data mailer. The format of these mailers and the schedule of mailings are subject to the approval of the ASSESSOR. The data mailers shall list at a minimum all fields that affect value, a stamped return-addressed envelope and a cover letter which explains the purpose and content of the mailer. The format and content of the data mailer, as well as the cover letter, shall be subject to approval by the ASSESSOR. The data mailer shall contain directions on how to correct inaccurate information. The CONTRACTOR shall be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and the CONTRACTOR shall field inspect such properties as the Assessor may require prior to making the corrections shown on the returned data mailers.

Before any data mailer is mailed, the CONTRACTOR shall have a comprehensive quality control program, approved by the ASSESSOR, in place.

All data mailers shall be mailed no later than May 2, 2019. (1st Run) May 2, 2020 (2nd Run)

All inspections necessitated by the data mailers shall be completed by December 12, 2020. The mailers for parcels in the residential category shall include, but not be limited to, the following:
Property type classifications

- Utilities
- Zoning
- Parcel Size
- Building style
- Exterior Wall
- Total number of rooms
- Number of baths
- Heating
- Fuel type
- Basement type
- Year built
- Number of fireplaces
- Garage type
- Central air conditioning
- Latest sale price and date

SECTION 7.06 WEB BASED INCOME EXPENSE FORMS

The CONTRACTOR will design, with the Assessor, a web based income and expense tool and form for all Commercial, Industrial and Apartment properties. The CONTRACTOR will mail out blank income expense form for the 2019 and 2020 years. Property owners will be given an opportunity to provide this income and expense data on-line or on paper through returned mail. The CONTRACTOR is responsible for the review, verification, input/importing of data discovered

through this process.

SECTION 7.07 WEB BASED INFORMAL HEARINGS

The CONTRACTOR will design, with the Assessor, a web based Informal Hearing Appeal System. Using the Web, Property owners will be given the opportunity to appeal their proposed assessments.

SECTION 7.08 DATA COLLECTION DEVICE

The CONTRACTOR will provide an electronic data collection device to be used by field staff and the Assessor in day to day data collection activities. This device should be web based and allow for updating of Assessor CAMA and imagery files

SECTION 7.09 DATA MANAGEMENT WORK FLOW APPLICATION

The CONTRACTOR will provide a Data Management Application which will enable the tracking of field work, data entry and desktop review of parcels as the PROJECT progresses. This application will be installed permanently so the Assessor may use this application after the Reappraisal is complete.

Article VIII. IMAGING COMPONENT

The CITY may elect to select purchase imaging services and imaging detection software to assist or carry out portions of the Reappraisal. Potential IMAGING CONTRACTORS may bid on some, none or all of these services in their bid. Bidding for these components can be found on Bidding OPTION 2 Form found in the Appendix. These imaging services and imaging detection software are cited in the SECTIONS below:

SECTION 8.01 SKETCH VERIFICATION

The CONTRACTOR will provide CAMA sketch verification using oblique, ortho and/or street view images. From this sketch verification the CONTRACTOR will provide a database of mismatched sketches. The CONTRACTOR is responsible to measure and correct, in the CAMA system, any mismatched sketches.

The CONTRACTOR should outline a procedure in their proposal used to judge mismatched sketches, plan physical measurement and data enter corrections.

SECTION 8.02 DIGITAL IMAGES

The CONTRACTOR shall furnish provide:

- 2-A. High resolution street images with hemispherical lens and zoom capability.
- 2-B. Oblique images (Leaf Off) sub1" resolution
- 2-C. Ortho images (Leaf Off) sub 1" resolution
- 2-D. Sketch Verification

ARTICLE IX. SPECIALIZED APPRAISAL SERVICES

The CITY may elect to select specialized appraisal or consultative services to assist or carry out portions of the Reappraisal. CONTRACTORS may bid on some, none or all of these services in their bid. Bidding for these components can be found on Bidding OPTION 3 Form found in the Appendix. These services are cited in the SECTIONS below:

SECTION 9.01 SELECTED INDIVIDUAL MAI REPORTS

The CITY requires ten (10) “restricted use” MAI appraisal reports for selected Real Properties in the CITY. The reports will be in conformance with USPAP Standards Rule 2-2(a). This report type contains summary discussions of the data, reasoning and analyses used during the valuation process. Additional supporting information can be retained in the appraiser’s work file. The report will be conveyed to the client via a digital PDF file.

The appraisal valuations are to be as of April 1, 2021. The appraisal valuations are to be completed on or before December 1, 2020.

A list of the ten (10) Real Properties are cited in the **Appendix, Section 17.08**

SECTION 9.02 PROJECT MONITOR

The CITY may elect to hire a reappraisal project monitor who will act in concert with the Assessor and the CONTRACTOR to provide final value estimates that are accurate, reliable and valid. The Project Monitor will review from the following list, with primary focus on commercial valuation.

Broadly, the services of the Monitor will include:

- Comprehensive review of all valuation analysis, methodologies, modeling and schedules
- Comprehensive review of all valuation final review
- Comprehensive review of all statistical testing
- Review of field procedures and work products
- Review of contractor documentation and training
- On-site inspection of a representative sample of all data collectors' work products
- Review of a representative sample of all data entry work product
- Assist in measuring contract performance
- Regular status reporting of the project and its milestones.

ARTICLE X. APPRAISAL OF RESIDENTIAL PROPERTY

SECTION 10.01 NEIGHBORHOOD/DISTRICT DELINEATION

In conjunction with the Assessor, the CONTRACTOR will delineate market based neighborhood/district boundaries. The CONTRACTOR will use market data, residual techniques and other statistical measures on GIS layers to identify these boundaries. The CONTRACTOR will consider environmental, economic and social characteristics of the CITY, the CONTRACTOR shall, with the cooperation and approval of the City Assessor, delineate "neighborhood" units within the CITY. Each neighborhood unit will exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code that will be used for valuation. These neighborhood numbers shall be recorded and maintained on street cards, GIS and paper City maps and the computer database.

Section 10.02 APPROACHES TO RESIDENTIAL VALUE

The CONTRACTOR shall value residential properties by the Cost Approach, Multiple Regression Analysis and the Direct Market Comparison Approaches within the CAMA software.

Section 10.03 COST APPROACH

Pricing and valuations of all land and buildings must reflect the fair market value as of April 1, 2021, and shall be done from and in accordance with the City Assessor's previously approved manuals and schedules.

The final appraised value shall be the market value of the structures plus the market value of the land. In arriving at the market value, the structure's replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the appraisal card.

The Cost Approach will be based on actual construction costs, Marshall Swift Cost Tables and adjusted to a market rate using a residual technique using valid residential sales.

Section 10.04 APPRAISAL OF LAND

The CONTRACTOR shall appraise all residential, commercial, industrial, farm, special use and exempt and non-taxable land within the CITY. The CITY shall provide access to maps, including zoning and wetlands maps and information regarding variances and special exceptions granted by the CITY. The CITY will also provide access to the Burlington GIS parcel fabric and existing database layers.

(a) Land Inspection

The CONTRACTOR shall be responsible for familiarization with each plot or lot, noting topographical irregularities, wetlands, soil conditions, shape or any other factors, which may affect the use or value of the property.

(b) Land Value Study

Land value shall be determined on the basis of Highest and Best use.

Vacant land sales data shall be analyzed on all sales occurring during the three (3) years prior to April 1, 2021. The CITY will provide to the CONTRACTOR listing and sold property sale information.

Improved property sales data shall be analyzed on sales occurring during the three (3) year period prior to April 1, 2021, in order to determine relative land value by the residual or abstraction Method.

Zoning designation shall be noted on each property and shall be considered in identifying Highest and Best Use.

The analysis and application of sales data shall be governed by procedures and techniques of USPAP and IAAO approved by the City Assessor.

The CONTRACTOR shall consult owners, realtors, banks, appraisers and other sources for information relative to land values in the CITY.

The CONTRACTOR shall consider, but not be limited to, factors affecting land value, such as location, zoning, available utilities, size, shape, view, improved/unimproved, rights-of-way, easements, special exceptions or zoning variances, non-conforming uses, flood plains, special purpose uses, form of ownership.

All factors affecting value and valuation computations, including but not limited to those listed above, shall be identified and entered on the master file and the appraisal cards.

(c) Land Value Unit

The City Assessor, in consultation with the CONTRACTOR, shall determine what type of land unit value shall be used for the various types of property and various locations. The front foot, square foot, acreage, and per lot units shall be considered.

(d) Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the CITY on a suitable GIS map. The CITY will be responsible to print this map.

SECTION 10.05

APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

The CITY intends to use a residential data mailer and web based verification application in the City. In addition, the City intends to determine existing sketch errors through sketch verification software. Any discrepancy of data or measurement error will be reviewed in conjunction with the Assessor. Upon discrepancy determination of the Assessor, the CONTRACTOR will inspect and review the listing of physical construction details of buildings and structures on a form acceptable to the Assessor. The CONTRACTOR is responsible for the data entry of any corrections. The measurements shall be to the nearest foot.

In the appraisal of residential properties, the City will rely heavily upon street level high resolution photos, returned mailer data, property specific building and zoning permitting data, and recent MLS property data in lieu of requiring full inspections on all residential properties. Of the properties estimated to require either a full or an exterior only inspection, the City Assessor staff will be responsible for a portion of these. See Appendix 17.09 for a more detailed estimation of the total number of anticipated inspections and which of these inspections will be the responsibility of either the City Assessor or the Contractor.

(a) Full (interior & exterior) inspection

The CONTRACTOR shall make a careful inspection of any property requested by the property owner or Assessor to be inspected. These requests will be given in writing, a web-based verification application, data mailer or phone request. All interior inspections are to be managed by the CONTRACTOR and done by appointment with the property owner.

The Data Collector shall have each interior inspection verified, including the date of inspection, by having an adult owner or resident of each building or dwelling unit sign the field card.

The listing card shall indicate the initials of the Data Collector and the date of the listing.

For each requested property which is not inspected in accordance with these specifications, the City Assessor may assess a penalty of two hundred dollars \$200.00 to be deducted from the CONTRACT price.

(b) Exterior Inspection

When sketch errors are determined through sketch verification software, the perimeter of all identified residential buildings and improvements shall be carefully measured. The CONTRACTOR is responsible for the accuracy of all exterior information on these error sketches.

All residential buildings shall be measured to the nearest foot. Story heights of the various sections and subsections shall be noted on the property record card.

An outline sketch, prepared to scale, shall be made for each measure property.

Physical data of the parcel shall be verified from existing records and recorded at the site.

Section 10.06 SALES COLLECTION

(a) Sales Verification

The CONTRACTOR shall utilize residential sales for a period of three (3) years prior to the date of value to develop the direct market comparison approach based on the verified sales data. Sales data for Lakefront/Waterfront properties will be based on sales occurring during the three (3) years prior to April 1, 2021 within Chittenden County or similar communities along Lake Champlain with the assistance of the Assessor. The three-year study period may be extended if the Assessor determines there are insufficient sales for analysis.

The CONTRACTOR shall include comparable sales within the CAMA software to generate fair market property values for individual properties which must be adjusted for any differences between properties.

All comparable sales shall be reviewed and approved by the Assessor prior to implementation in the CAMA software.

The ASSESSOR will mail sales verification forms and request inspections for all improved residential property sales in Burlington for three years prior to the date of value. With reasonable attempt, the ASSESSOR will inspect and personally verify these sales with the property owner. All inspections are to be conducted by appointment. After such verification, the ASSESSOR will determine with the CONTRACTOR the validity or qualification code for each sale. The input of such qualification code is the responsibility of the ASSESSOR.

(b) Sales Stratification and Statistical Testing

Prior to the data verification phase of this PROJECT, a sales analysis of residential properties shall be performed by the CONTRACTOR as a means of determining the schedule levels to be utilized in the PROJECT and for substantiating the neighborhood boundaries and groupings established. This analysis shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analysis shall include, at a minimum, sales ratios, PRD, COD and unsold property tests. All sales analysis testing will be performed on all valid sales and stratified at a minimum by:

- Neighborhood/district
- Building Style
- Property Type
- Building Age
- Effective Age
- Property Class
- Building Quality Grade

(c) Frequency of Statistical Tests

These tests are to be conducted at least four (4) times throughout this project:

- Baseline testing – beginning of the project before modeling has begun
- Preliminary testing – after valuation modeling is complete
- Post Review testing – after final review is complete
- Post Final Hearings for PVR – after final values accepted

Any additional requests for sales ratio studies by the City Assessor shall be performed.

Section 10.07 BUILDING COST SCHEDULES

The CONTRACTOR shall prepare for usage in the program, as hereinafter specified, building cost schedules. Said schedules will reflect the square foot cost method based upon the square foot area of buildings as applicable.

These schedules shall be used in computing the replacement cost or, if applicable, a market derived cost rate in the CITY for all residential construction. They shall reflect the wage scale for the various trades, labor efficiencies, entrepreneurial profit, overhead profit, engineer and architect fees and all other direct and indirect costs of the construction. Before final acceptance, they shall be documented and proven by testing against known sales. The City Assessor shall approve all finalized schedules before adoption and usage by the CONTRACTOR.

All documentation utilized in the investigation of local costs, labor costs, labor rates, material costs, depreciation rates, etc., utilized to compile the cost schedules shall become the property of the CITY.

(a) Residential

Residential cost schedules shall include schedules for various classifications, types, models and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, garages and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, tennis courts, decks, tiling, sunroom, patio, etc.).

(b) Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings, including, but not limited to: barns, sheds, silos, milk houses, coops, etc.

(c) Depreciation Schedules

Physical depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings. Functional and economic depreciation shall be determined on an individual property basis.

Depreciation Schedules must be arrived at through an analysis of market sales data compared to residual cost values. The CONTRACTOR will provide documentation of the residual techniques to arrive at these depreciation tables. All functional and economic depreciation must have a description and a rationale.

(d) Schedules for City

The CONTRACTOR shall supply and leave for the CITY, digitally created and electronically stored all the above required building cost schedules and depreciation schedules for CITY usage.

SECTION 10.08 DIRECT MARKET COMPARISON APPROACH

(a) Adjustment Grid

The CONTRACTOR will provide, using the CAMA system, an independent value using the Direct Market Comparison Approach as presented and adjusted using a comparable sales adjustment grid.

The CAMA System will present a summary of the cost approach for a subject and not less than 3 and up to 5 comparable sales, showing the basic inventory information for each. The comparable sales in the same market environment will not be merely similar properties, but will be the three to five most comparable sales in the entire sales file. This determination will be made by calculating a weighted measure of comparability based on the relative importance of each characteristic (location, size, age, style, grade, & conditions, etc.). The sales, which most closely resemble the subject, will then be selected as comparable.

Each individual selling price will then be adjusted to reflect differences in sales dates and physical characteristics to arrive at an adjusted selling price for each subject property. These adjusted selling prices will then be reconciled to arrive at a value for each residential property.

The CONTRACTOR shall utilize valid residential sales for a period of three (3) years prior to the date of value to determine the property characteristics affecting market value. The three-year study period may be extended if the Assessor determines there are insufficient sales for analysis.

(b) Appraisal of Condominiums

The Direct Market Comparison Approach shall be used to value residential condominiums. All residential condominiums shall be valued using the same procedures as described in SECTION 10.08 A of these CONTRACT specifications.

SECTION 10.09 MRA MODELING

The CONTRACTOR will be responsible to estimate an independent estimate of value using a MRA Approach. The CONTRACTOR may use such statistical software such as SPSS, NCSS, or if appropriate, software within the CAMA system. If using external software, the Regression model as developed in the statistical software must be inserted in the CAMA system so it can reliably run after the reappraisal to arrive at an independent value.

Valuation models will be developed to statistically predict fair market property values based on the verified sales data for individual properties.

All MRA valuation models with associated performance statistics shall be reviewed and approved by the Assessor prior to implementation in the CAMA software. All MRA iterations, variables, weighting and adjustments will be cited in the Final Documentation.

Section 10.10 RECONCILIATION AND VALUATION

(a) Valuation:

The Project Supervisor or an Assessor level employee will perform a reconciliation and valuation of each residential property, including those receiving a full inspection, an exterior only inspection, and all not subject to any on-site inspections. This reconciliation and valuation will be done using desktop technology incorporating data that has been collected from property inspections, data mailers, street level high resolution photos, property specific building and zoning permitting data, and recent MLS property data. An on-site visit will occur if the Assessor and/or Project Supervisor believes that a physical visit is needed to best accomplish the reconciliation and valuation on specific properties. During the reconciliation and valuation, adjustments to grade, depreciation and functional and/or economic adjustment factors may be made to better reflect market trends within the CITY. Observed depreciation shall include physical depreciation, functional and economic obsolescence. Final depreciation will reflect the interior and exterior condition on all types of properties. All functional and economic depreciation must have a description and a rationale. The CITY'S staff will work closely with the company's reviewers to verify consistency of grades, depreciation, etc.

To ensure consistency of grading and condition the Assessor and Project Manager will create written documentation to guide the pre-review process. This documentation will include but not be limited to:

- How Grades are determined
- How Condition is determined
- How Effective Age is Determined
- How Building Style and Land Use is determined

The City Assessor shall be so notified of the dates of pre-reviewing and be entitled to accompany and/or observe the Project Manager's work during this phase of the PROJECT.

(b) Final Review

The Project Manager will conduct a final review and reconcile the three approaches to value on each residential property. In most cases these approaches will be the Cost Approach, Direct Market Comparison Approach and MRA Approach. This final review of data maybe be done using desktop technology incorporating CAMA data, GIS data and Imaging. An on-site visit will occur if the Assessor and/or Project Supervisor believes that a physical visit is needed to best accomplish the review on specific properties.

To ensure consistency of reconciliation of the approaches to value the Assessor and Project Manager will create written documentation to guide the final review process. This documentation will include but not be limited to:

- When Approach Weighting is appropriate or inappropriate
- When revision of the model is warranted
- What value approach is best suited based on land use, neighborhood/district, building style, etc.

Any Approaches developed to arrive at Residential value estimates must be within 10% of each other.

The City Assessor shall be so notified of the dates of reviewing and be entitled to accompany and/or observe the Project Manager's work during this phase of the PROJECT.

SECTION 10.11 CONTROL AND QUALITY CHECKS

The CONTRACTOR shall be required to submit a detailed quality control program. The quality control must address the accuracy of the data being collected. This program must include a comprehensive reporting system and be approved by the CITY.

The CONTRACTOR will provide written and verbal training curriculum for all staff assigned to the Burlington PROJECT. Two types of training curricula will be presented: 1) For new inexperienced staff and 2) for experienced staff. Such curriculum must be presented and approved by the Assessor. The Assessor will be attending the training sessions.

(a) Residential Data Collectors

The CONTRACTOR shall have an internal quality control program for Residential Data Collectors, which is subject to the approval of the City Assessor. The CONTRACTOR Project Supervisor will re-inspect 20 of the first 100 records data collected by the data collectors. Data collectors with >10% error rate of any property characteristics will be fully retrained. Data Collectors with <10% error rate will review and correct all errors with the Project Supervisor. Data Collectors who have a >10% error rate after a second retraining will be dismissed.

10% of all properties that were data collected will be re-inspected by the Project Supervisor.

(b) Residential Data Entry Staff

The CONTRACTOR shall have an internal quality control program for Data Entry Staff, which is subject to the approval of the City Assessor. The CONTRACTOR Project Supervisor will review the accuracy of 20 of the first 100 records data entered by any data entry staff. Data Entry Staff with >10% error rate of any property characteristics will be fully retrained. Data Entry Staff with <10% error rate will review and correct all errors with the Project Supervisor. Data Entry Staff who have a >10% error rate after a second retraining will be dismissed.

10% of all properties that were data entered will be reviewed by the Project Supervisor.

Section 10.12 DOCUMENTATION OF RESIDENTIAL QUALITY CONTROL

All quality control reviews of staff must be documented in writing on forms approved by the Assessor. These forms will be submitted to the Assessor bi-monthly to the Assessor.

(a) Field Checks

The City Assessor shall conduct spot checks in the field of 5% of properties chosen at random by the City Assessor, with or without the assistance or knowledge of the CONTRACTOR supervisor.

ARTICLE XI. APPRAISAL OF COMMERCIAL PROPERTIES

Section 11.01 APPROACHES TO COMMERCIAL VALUE

The valuation of all commercial, multi-family, industrial and special purpose properties shall employ at least two of the recognized methods to valuation. It is preferable that an MAI designated appraiser or a Senior Commercial Appraiser with extensive experience with complex commercial properties be responsible for the valuation of all commercial properties.

Pricing and valuations of all land and buildings must reflect the fair market value as of April 1, 2021, and shall be done from and in accordance with the City Assessor's previously approved manuals and schedules.

The final appraised value shall be the market value of the structures plus the market value of the land. In arriving at the market value, the structure's replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the appraisal card.

(a) Interior and Exterior Inspection

All commercial, industrial and special purpose buildings shall be measured and inspected by the CONTRACTOR. The ASSESSOR shall be responsible for the inspection of multi-family properties (3 or more units, non-subsidized), with the exception of apartment inspections triggered by sketch verification (See Appendix 17.09 for a more detailed estimation of the total number of anticipated inspections and which of these inspections will be the responsibility of either the City Assessor or the Contractor). They will be classified, priced and reviewed in the same manner as residential properties as set forth above. Measurements shall be to the nearest foot. All buildings shall be identified and described as component parts of construction, size, area, age, usage and present occupants on the property forms as previously described in these specifications.

With the exception of refusals, the CONTRACTOR must inspect and measure with reasonable attempt 98% of all commercial, industrial properties and those apartment properties as specified. The CONTRACTOR must report such refusals, in writing, to the Assessor within two (2) business days.

The penalty provision for failing to inspect and measure with reasonable attempt 98% of all commercial, industrial and special purpose buildings, will be Two Hundred Dollars (\$200.00) per parcel to be deducted from the contract price.

SECTION 11.02 COST APPROACH - APPRAISAL OF LAND

The CONTRACTOR shall appraise all residential, commercial, industrial, farm, special use and exempt and non-taxable land within the CITY. The CITY shall provide a map, including zoning and wetlands maps and information regarding variances and special exceptions granted by the

CITY. The CITY will also provide access to the Burlington GIS parcel fabric and existing database layers.

(a) Land Inspection

The CONTRACTOR shall be responsible for familiarization with each plot or lot, noting topographical irregularities, wetlands, soil conditions, shape or any other factors, which may affect the use or value of the property.

(b) Land Value Study

Land value shall be determined on the basis of Highest and Best use.

Vacant land sales data shall be analyzed on all sales occurring during the three (3) years prior to April 1, 2021. The CITY will provide to the CONTRACTOR access to the City's subscription MLS system by Paragon.

Improved property sales data shall be analyzed on sales occurring during the three (3) year period prior to April 1, 2021, in order to determine relative land value by the residual or abstraction Method.

Zoning designation shall be noted on each property and shall be considered in identifying Highest and Best Use.

The analysis and application of sales data shall be governed by procedures and techniques of USPAP and IAAO approved by the City Assessor.

The CONTRACTOR shall consult owners, realtors, banks, appraisers and other sources for information relative to land values in the CITY.

The CONTRACTOR shall consider, but not be limited to, factors affecting land value, such as location, zoning, available utilities, size, shape, view, improved/unimproved, rights-of-way, easements, special exceptions or zoning variances, non-conforming uses, flood plains, special purpose uses, form of ownership.

All factors affecting value and valuation computations, including but not limited to those listed above, shall be identified and entered on the master file and the appraisal cards.

(c) Land Value Unit

The City Assessor, in consultation with the CONTRACTOR, shall determine what type of land unit value shall be used for the various types of property and various locations. The front foot, square foot, acreage, and per lot units shall be considered.

(d) Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the CITY

on a suitable GIS map. The CITY will be responsible to print this map

SECTION 11.03 COST APPROACH - BUILDING COSTS

The Cost Approach will base on actual construction costs, Marshall Swift Cost Tables and adjusted to a market rate using a residual technique using valid Commercial sales. Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications. Said schedules will reflect the square foot cost method based upon the square foot area of buildings as applicable.

These schedules shall be used in computing the replacement cost or, if applicable, a market derived cost rate in the CITY for all commercial and industrial construction. They shall reflect the wage scale for the various trades, labor efficiencies, entrepreneurial profit, overhead profit, engineer and architect fees and all other direct and indirect costs of the construction. Before final acceptance, they shall be documented and proven by testing against known sales. The City Assessor shall approve all finalized schedules before adoption and usage by the CONTRACTOR.

All documentation utilized in the investigation of local costs, labor costs, labor rates, material costs, depreciation rates, etc., utilized to compile the cost schedules shall become the property of the CITY.

All yard improvements shall be listed and valued separately.

(a) Depreciation Schedules

Physical depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings. Functional and economic depreciation shall be determined on an individual property basis. Depreciation Schedules must be arrived at through an analysis of market sales data compared to residual cost values. The CONTRACTOR will provide documentation of the residual techniques to arrive at these depreciation tables. All functional and economic depreciation must have a description and a rationale.

SECTION 11.04 INCOME APPROACH

The income approach shall be applied to all income producing properties. Income and expense data gathered by the CITY and CONTRACTOR shall be utilized by the CONTRACTOR for all income producing and where appropriate, owner-occupied properties. Income and expense data with accompanying summary reports and rent schedules shall become the property of the CITY.

(a) Income and Expense Data

The CONTRACTOR shall mail income and expense questionnaires, after approval by the City Assessor, to all income investment properties including all commercial, multi-family, and industrial

property owners. Property Owners will be given the opportunity to submit income and expense data on a paper forms or through a web based application. The CONTRACTOR shall be responsible for entering or importing all detailed income and expense data into the CAMA system. The CONTRACTOR shall gather income and expense data for 2019 and 2020 on forms or through a web based application approved by the City Assessor. These forms and associated databases shall become the sole property of the CITY at the completion of the PROJECT. This information shall not be a public record.

All information filed or furnished with an Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Vermont General Statutes.

(b) Actual and Economic Income Models

The CONTRACTOR will be responsible to estimate a fair market value for each income producing property using an economic model. In addition, if market based data is provided by the property owner, the CONTRACTOR will estimate a market value for each income producing property based on actual or contract income and expenses. These two value estimates will be reconciled to one Income Approach to value estimate

(c) Development of Rates

From these reports and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market rent and market expenses for income producing properties.

The CONTRACTOR shall develop, with the involvement of the City Assessor, capitalization rates, overall rates and gross rent multipliers by interviews with bankers, investors, realtors and appraisers. This information shall be documented in writing and provided to the City Assessor.

The CONTRACTOR shall determine market or economic rents and expenses and applicable capitalization rates and/or gross rent multipliers for various income producing commercial and residential property.

The CONTRACTOR shall document, in writing, the sources of this information, describe its analysis in determining these values and provide this documentation to the City Assessor.

The CONTRACTOR will stratify this detailed income and expense data at a minimum by property type, style, age, and neighborhood.

The CONTRACTOR shall perform the income approach by the accepted methods of capitalization. Gross rent multipliers shall be used as an additional valuation check where applicable.

All information gathered, received or used by the CONTRACTOR to develop values using the income approach must be given to the City Assessor at the end of the PROJECT.

SECTION 11.05 DIRECT MARKET COMPARISON APPROACH

(a) Sales Verification

The CONTRACTOR shall utilize and verify commercial & industrial sales for a period of three (3) years prior to the date of value to develop the direct market comparison approach based on the verified sales data. The ASSESSOR shall be responsible for verifying apartment sales for a period of three years prior to the date of value.

Sales data will be gathered within Burlington as well as within Chittenden County or similar communities along Lake Champlain with the assistance of the Assessor. The three-year study period may be extended if the Assessor determines there are insufficient sales for analysis.

All comparable sales shall be reviewed and approved by the Assessor as valid prior to implementation their use in any final analyses.

(b) Appraisal of Condominiums

The Direct Market Comparison Approach and/or Income Approach shall be used to value commercial condominiums.

(c) Sales Stratification and Statistical Testing

Prior to the data verification phase of this PROJECT, a sales analysis of commercial properties shall be performed as a means of determining the schedule levels to be utilized in the PROJECT and for substantiating the neighborhood boundaries and groupings established. This analysis shall be done on the aggregate of all commercial properties and on each of the neighborhoods previously delineated. The sales analysis shall include, at a minimum, sales ratios, PRD, COD and unsold property tests. All sales analysis testing will be performed on all valid sales and stratified at a minimum by:

- Neighborhood/district
- Building Style
- Property Type
- Building Age
- Effective Age
- Property Class
- Building Size
- Building Quality Grade

(d) Frequency of Statistical Tests

These tests are to be conducted at least four (4) times throughout this project:

- Baseline testing – beginning of the project before modeling has begun
- Preliminary testing – after valuation modeling is complete

- Post Review testing – after final review is complete
- Post Final Hearings for PVR – after final values accepted

Any additional requests for sales ratio studies by the City Assessor shall be performed.

(e) Providing Comparable Sales Support

The CONTRACTOR will, using the CAMA system, provide sales reports and queries which would identify comparable commercial sales and ranges of Sale Price/SF or Sale Price/UNIT for a selected property.

Section 11.06 RECONCILIATION AND REVIEW

(a) Pre-Review:

The Project Supervisor will perform a full pre-review of data that has been collected by data collectors. This pre-view of data maybe be done using desktop technology incorporating CAMA data, GIS data and Imaging. An on-site visit will occur if the Assessor and/or Project Supervisor believes that a physical visit is needed to best accomplish the pre-review on specific properties. During this step, adjustments to grade, depreciation and functional and/or economic adjustment factors may be made to better reflect market trends within the CITY. Observed depreciation shall include physical depreciation, functional and economic obsolescence. All functional and economic depreciation must have a description and a rationale. Final depreciation will reflect the interior and exterior condition on all types of properties. The CITY'S staff will work closely with the company's reviewers to verify consistency of grades, depreciation, etc. As part of this process the Assessor and Project

To ensure consistency of grading and condition the Assessor and Project Manager will create written documentation to guide the pre-review process. This documentation will include but not be limited to:

- How Grades are determined
- How Condition is determined
- How Effective Age is determined
- How Building Style and Land Use is determined

The City Assessor shall be so notified of the dates of pre-reviewing and be entitled to accompany and/or observe the Commercial Appraiser's work during this phase of the PROJECT.

(b) Final Review

Each parcel will be valued and reviewed by the CONTRACTOR's Senior Commercial Appraiser or appraiser with an MAI designation. The CONTRACTOR's Senior Commercial Appraiser or MAI designated appraiser and the CITY will conduct final valuation review.

The CONTRACTOR will provide upon submission of bid, a detailed plan on the Senior Commercial Appraiser or MAI involvement in the valuation of commercial properties.

The Commercial Appraiser will conduct a final review and reconcile the approaches to value on each commercial property. In most of the income producing properties the Commercial Appraiser will reconcile the best approach between Cost Approach, Income Approach using Contract Rent and Actual Expenses with an Income Approach using an Economic Model. This final review of data maybe be done using desktop technology incorporating CAMA data, GIS data and Imaging. An on-site visit will occur if the Assessor and/or Project Supervisor believes that a physical visit is needed to best accomplish the review on specific properties.

To ensure consistency of reconciliation of the approaches to value the Assessor and Project Manager will create written documentation to guide the final commercial review process. This documentation will include but not be limited to:

- When Approach Weighting is appropriate or inappropriate
- When revision of the model is warranted
- What value approach is best suited based on land use, neighborhood/district, building style, building size etc.
- When an Actual or Economic Income Model should be used

A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be completely trained and fully experienced, to the satisfaction of the City Assessor, in the appraisal of the particular type and kind of commercial, industrial or special purpose building; the final value of which he/she is responsible.

Individuals conducting this phase of the program must have valuation expertise, field review experience and knowledge of the valuation techniques employed in the CITY as well as complete familiarity with the revaluation project. During review, if any valuation changes are made due to data error, the CONTRACTOR must correct the data on the property file. The CITY shall be contacted by the CONTRACTOR and be reviewed by no more than two individuals.

Any Approaches developed to arrive at Commercial value estimates must be within 15% of each other.

The City Assessor shall be so notified of the dates of reviewing and be entitled to accompany and/or observe the Commercial Appraiser's work during this phase of the PROJECT.

SECTION 11.07 CONTROL AND QUALITY CHECKS

The CONTRACTOR will provide written and verbal training curriculum for all staff assigned to the Burlington PROJECT. Two types of training curricula will be presented: 1) For new inexperienced staff and 2) for experienced staff. Such curriculum must be presented and approved by the Assessor. The Assessor will be attending the training sessions.

(a) Commercial Data Collectors

The CONTRACTOR shall have an internal quality control program for Commercial Data Collectors, which is subject to the approval of the City Assessor. The CONTRACTOR Project Supervisor will re-inspect 20 of the first 100 records data collected by the data collectors. Data collectors with >10% error rate of any property characteristics will be fully retrained. Data Collectors with <10% error rate will review and correct all errors with the Project Supervisor. Data Collectors who have a >10% error rate after a second retraining will be dismissed.

10% of all properties that were data collected will be re-inspected by the Project Supervisor.

(b) Commercial Data Entry Staff

The CONTRACTOR shall have an internal quality control program, which is subject to the approval of the City Assessor. The CONTRACTOR Project Supervisor will review the accuracy of 20 of the first 100 records data entered by any data entry staff. Data Entry Staff with >10% error rate of any property characteristics will be fully retrained. Data Entry Staff with <10% error rate will review and correct all errors with the Project Supervisor. Data Entry Staff who have a >10% error rate after a second retraining will be dismissed.

10% of all properties that were data entered will be reviewed by the Project Supervisor.

Section 11.08 DOCUMENTATION OF COMMERCIAL QUALITY CONTROL

All quality control reviews of staff must be documented in writing on forms approved by the Assessor. These forms will be submitted to the Assessor bi-monthly to the Assessor.

(a) Field Checks

The City Assessor shall conduct spot checks in the field of 5% of properties chosen at random by the City Assessor, with or without the assistance or knowledge of the CONTRACTOR supervisor.

ARTICLE XII. BUILDING PERMITS INCOMPLETE CONSTRUCTION

SECTION 12.01 BUILDING PERMITS

The CONTRACTOR is responsible for the data collection and data entry of all building permit information regarding property characteristics for the years of 2019, 2020 and through April 1, 2021 for commercial and industrial properties. The Assessor is responsible for the data collection and data entry of all building permit information regarding property characteristics for the years of 2019, 2020 and through April 1, 2021 for residential and apartment properties. The City Assessor shall make available to the CONTRACTOR on a timely basis copies of all building permits issued during the course of the Reappraisal to allow the inclusion of all new construction, additions and remodeling in the CONTRACTOR'S appraisals.

(a) Incomplete Construction

The CONTRACTOR shall designate on the master file each property that has incomplete improvements as of April 1, 2021. The final card shall list all improvements, show the percentage of completion of all improvements and reflect the percentage of completion in the valuation as of that date.

ARTICLE XIII. STATISTICAL TESTING

SECTION 13.01 SALES RATIO STANDARDS

The overall level of assessment as measured by the median assessment-sales ratio for all classes of property combined shall be within plus or minus 8 percent of the required 100 percent assessment ratio, that is, between 0.92 and 1.08. The CONTRACTOR shall make every reasonable attempt to be at 100 percent assessment ratio.

The median ratio for each property class with at least 15 sales shall be within 5 percent of the overall median ratio for all classes of property combined. Departures from this standard are permitted if (1) the 95 percent confidence interval for the median falls within the 5 percent of the overall median, and (2) the standard for the coefficient of dispersion has been met.

The coefficient of dispersion for all classes of property combined shall be 12 percent or less.

Provided there are at least 15 sales, the coefficient of dispersion shall be 10 percent for residential property, 15 percent or less for income-producing property, and 20 percent or less for vacant land.

The regressivity index (PRD) shall be between 0.98 and 1.03 for all classes of property combined and for any class of property with at least 30 sales. Departures from this standard are permitted if

(1) a scatter plot of assessment-sales ratios against sale price shows that the regressivity index is abnormally influenced by outliers and (2) a statistical test does not confirm the existence of price-related bias at the 95 percent confidence level (two-tailed test).

(a) Sample Size

The reliability of a ratio study increases with sample size. In conducting physical and statistical revaluations, The CONTRACTOR may use sales up to three years before the date of value.

At least one year of sales shall be used in conducting assessment-sales ratio testing. If there are not at least 30 valid sales available in the 12-month period so defined in any class of property, then progressively older sales shall be added in no less than three months increments until at least 30 sales are available. If there are not at least 30 valid sales in a class of property over the entire 39-month period, then valid sales from an additional two prior years shall be used. All prior year sales should be time adjusted to reflect changes in market levels to the revaluation date.

(b) Extension to Unsold Properties

The reliability of an assessment-sales ratio study depends upon sold and unsold properties being similarly appraised. In addition, appraising sold and unsold properties differently creates inequities and violates standards of professional practice.

The CONTRACTOR shall appraise sold and unsold properties in the same manner, using the

same valuation methods and procedures.

As part of testing a revaluation, the Contractor shall calculate the ratio of the total new value to the total previous value for (a) sold parcels used in sales ratio testing and (b) unsold properties not used in sales ratio testing. The ratio of (a) to (b) shall be from 0.95 to 1.05, that is, percent changes for unsold and sold properties must not differ by more than five percent. The calculations should exclude properties for which the property class has changed since the previous year and properties that have undergone a significant physical change.

ARTICLE XIV. HEARINGS AND APPEAL PROCESS

SECTION 14.01 ASSESSMENT NOTICES

All required notices (preliminary value, re-notices, and final value) shall be sent, at the CONTRACTOR'S expense by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The CONTRACTOR will provide the needed information for the notice. Also enclosed will be a letter specifying the dates, times and location of the informal public hearings or details how to do a web based informal hearing. Such notices and letters shall be subject to approval by the City Assessor and shall include the appeal procedure. The CONTRACTOR shall be responsible for the printing or display of any valuation reports.

SECTION 14.02 INFORMAL PUBLIC HEARINGS

(a) Web Based and Face to Face Informal Hearings

The CONTRACTOR is responsible, with the Assessor, for the design and implementation on the City web site of an informal hearing application. Property owners will be given the opportunity to appeal their proposed assessment in writing on the Web or in a face to face informal hearing.

The CONTRACTOR is responsible for the conduct and reconciliation of two sets of hearings:

- Informal Hearings based on Preliminary Values scheduled for January 2021
- Board of Assessors Hearings based on Final Values scheduled for April 2021

Both sets of hearings will allow property owners to participate in a face to face hearing or a Web based on-line informal hearing.

At a time mutually agreeable to the City Assessor and the CONTRACTOR but not later than February 2, 2021, the CONTRACTOR shall hold preliminary public hearings so that the owners of property, or their legal representatives, may appear at specified times to discuss with qualified members of the CONTRACTOR'S staff, the assessed valuations of their property. The CONTRACTOR, in conjunction with the City Assessor, shall schedule a sufficient number of face to face hearings in order to expeditiously and fairly handle all taxpayer inquiries as they pertain to the assessment of their property. Any information offered by the taxpayers shall be given consideration and adjustments shall be made where warranted. Alternatively, owners of property, or their legal representatives, may appeal on-line using a web based application hosted on the City's website. The CONTRACTOR will, in the case of web based appeal process, provide sufficient staff and time to answer phone questions and assist property owners in this web based application. The CONTRACTOR will be responsible for the review, reconciliation, input and reporting of both of these types of hearings to the Assessor.

After the hearings, the CONTRACTOR shall be responsible for sending a notice to each taxpayer,

or his or her representative, who appeared at a hearing seeking a review of the assessment. Such notice shall include: the adjusted assessment or a statement that no change is warranted.

This entire hearing process, as cited above, will repeat itself based on Final Values during the month of April 2021

The CONTRACTOR must provide, at a minimum, the following information to the CITY at the conclusion of the hearing:

- Total number of face to face informal hearings
- Total number of web based informal hearings
- Number of questions/problems resolved without changes
- Number of hearings requiring subsequent field review
- Number of value changes by property type
- Number and type of properties changing >10% after an informal hearing

The CONTRACTOR shall provide sufficient “qualified personnel (approved by the Assessor) with first-hand knowledge” * of the project to handle said hearings expeditiously and fairly. Information offered by the taxpayer shall be given consideration and any adjustments, included but not limited to re-inspection of the property, shall be completed immediately

- "Qualified personnel with first-hand knowledge" shall be defined as one who actually performed work for the Burlington project either as a reviewer, supervisor or any such person involved in the actual estimating of value for the Burlington project.

SECTION 14.03 DEFENSE OF VALUES

For all appeals to the CITY, the State Board of Appeals or Superior Court for the April 1, 2021, tax roll, the CONTRACTOR, at its own expense, will work in accordance with the following procedures to address property value grievance applications:

Upon receipt of all property appeal requests filed on the April 1, 2021, tax roll, qualified personnel will review the applications and make recommendations to the City Assessor on whether the valuation should be modified or remain as is.

If necessary, the CONTRACTOR will participate in negotiating sessions with aggrieved applicants during an agreed upon time period in an attempt to settle the dispute. The CONTRACTOR is responsible for litigation support until July 30, 2022.

In the event settlement efforts fail, the CONTRACTOR will prepare supplemental appraisal reports within 60 days after taxpayer notifies the City Assessor of the disagreement or lack of agreement.

If the assessing officials reduce the value of a property as part of the proceedings, the CONTRACTOR shall still be responsible to support the reduced value.

If the assessing officials increase any value estimated by the CONTRACTOR, the CONTRACTOR shall not be responsible for providing a representative to support the adjusted value.

Qualified CONTRACTOR personnel will provide testimony at the Superior Court or State Board of Property Appeals. The City shall provide a minimum of twenty (20) days notice to the CONTRACTOR to provide such personnel for any hearing.

The Contractor must indicate in their proposal the additional fee/diem for litigation support for the year following the reappraisal.

The CONTRACTOR shall have the project supervisor available for a 2-hour Training session with the Board of Assessors Appeals prior to the Board's hearings on the 4/2021 Grand List.

ARTICLE XV. DELIVERY OF FINAL RECORDS

SECTION 15.01 TURN OVER OF CONTRACTOR RECORDS

The CONTRACTOR shall provide all appraisal cards, computer supplies, office supplies, equipment, forms, literature and papers to be used in this PROJECT at no additional cost to the CITY. The CITY shall make available all digital and electronic and non-electronic City Assessor's records.

Records are City Property

The original or a copy of all records and computations, including machine readable data bases, appraisals, GIS files and imaging made by the CONTRACTOR in connection with any appraisal of property in the CITY shall at all times be the property of the CITY and upon completion of the PROJECT or termination of the contract by the CITY, shall be left in good order in custody of the City Assessor. Such records and computations shall include but not be limited to:

- Tax Maps
- Land Value Maps
- Digital and Electronically stored Imagery
- GIS files and queries
- Ortho Photo and Oblique Maps with Linked CAMA Sketch Overlays
- Sketch Error Databases
- Sketch Measurement Verification Data Sheets
- Materials and wages, Cost Investigations and Schedules
- Data Collection Cards, Final Property Record Cards with Property Valuations
- Cost Sheets
- Comparable Sales Verification Forms
- Regression Modeling Iterations and documentation
- Sales Data
- Market, Cost and Income Data Analysis
- Capitalization Rate Data
- Depreciation tables
- Computations of land and building values
- All letters of memoranda to individuals or groups explaining methods used in appraisals
- Operating statements of income properties
- Project Documentation

(a) Appraisal Cards, Data Mailers and Data Collection

The CONTRACTOR shall complete field record cards, commonly referred to as Data Collection Cards.

These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with a breakdown of front feet, square feet and acreage, public utilities available, public improvements and zoning designations in effect as of the assessment date.

If applicable, all physical improvements shall be measured giving a listing of all interior and exterior construction details. Quality of construction, age and condition will be shown.

The CONTRACTOR shall also provide a digital and electronically stored set of cards commonly referred to as "final property record cards". These cards shall contain all information collected at the property as well as all information necessary to the valuation process. This information shall be computer generated and will include the sketch of the dwelling along with other physical data, replacement cost, depreciation, grade, age, condition and fair market values of the land and buildings, acreage, easements, rights-of-way, and current use category and valuation.

(b) Deliverable Products

All documents, records, data and other material, in either manual, mechanized or electronic form, procured or produced in the performance of the PROJECT will be the sole property of the CITY at the conclusion of the PROJECT, as determined by the City Assessor. The documents, records, data and other materials will include, without limitation:

All documentation will adhere to IAAO guidelines and USPAP Standard 5 and Standard 6.

The CONTRACTOR will begin to write the PROJECT documentation at the commencement of the PROJECT and will conclude documentation writing no later than July 30, 2021.

All training materials and manuals used in any phase of the PROJECT.

The data collection and valuation manuals that will enable the municipality to maintain and update values.

Detailed valuation manuals, including tables and formulas to be used in applying the cost, sales comparison and income approaches to problems.

Source information used in the development of cost, sales comparison and income approach schedules; source information for individual property valuations.

A property field inspection card (field data source document used by data gatherers) and a final computer generated property record card for each parcel.

All manual and computerized reports supporting valuation formulas and values for vacant land and improved properties.

All sales ratio studies used in the PROJECT.

Field review documents reflecting preliminary values, adjusted preliminary values and any notes

relative to informal review actions.

Digitally created and electronically stored files of all properties, their identification, improvement inventories, computer generated valuation schedules and technical documentation describing data file organization and record layout to facilitate user understanding.

A report of all informal hearings held with the CONTRACTOR'S representative, showing the number of hearings, the number of values changed by more than ten percent (10%) and the number of values unchanged

SECTION 15.02 DOCUMENTATION

Documentation of procedures used throughout the PROJECT. The Documentation is an essential component of this PROJECT to assist the CITY in future defense appeals, as a tool to provide explanations to property owners and as a guide for continuing the Assessment process following the Reappraisal. The Documentation must adhere to USPAP Standard 5 and 6 including but not limited to the following:

- USPAP 6/Market Value Definition – Date of Value
- Data Sources
- Model Calibration and the CAMA system
- Burlington Residential/Commercial Market 2021
- Market Growth/Trends
- Neighborhood Delineation and Description
- Highest and Best Use

RESIDENTIAL MODELING

- Approaches To Value and Appropriate Units of Comparison
- Cost Approach
- Valuation and Cost Calibration
- Depreciation
- Land Data leading to Model calibration
- Land Table and Land Curve Explained
- Comparable Sales
- Market Model
- Market Adjustments and variables affecting value
- Sales Validation
- Stratification of Sales Data
- Valuation Review and Reconciliation
- Before and After Statistical Measures

COMMERCIAL MODELING

- Cost Approach
- Valuation and Cost Calibration
- Depreciation
- Land Data leading to Model calibration
- Land Table and Land Curve Explained

- Comparable Sales
- Market Model
- Market Adjustments and variables affecting value
- Sales Validation
- Stratification of Sales Data
- Income Approach
- Rental Income By Use Type
- Valid Expense Components and Expense Ratios
- Overall Rate Analysis
- Band of Investment Technique
- Valuation of Unique Income Producing Properties
- Valuation Review and Reconciliation
- Before and After Statistical Measures

**Hearings and Results to Grand List
IAAO Standards and Results**

Article XVI. STAFF TRAINING

SECTION 16.01 CITY'S OFFICE STAFF TRAINING PROGRAM

The CONTRACTOR will be responsible for training local staff in such manner that at the end of the project the CITY'S Office will be knowledgeable in the operation of all phases of the valuation system. On-the-job training, where feasible, shall consist of the CITY and the office staff working in the appropriate phases of this project under the CONTRACTOR'S supervision.

The CONTRACTOR will provide one year of support either on site or in person to the Assessor regarding documentation and items covered in staff training.

Training, where feasible, shall consist of direct instruction to select CITY employees. On-the-job training, where feasible, shall also consist of the Assessor and his/her staff working on the appropriate phases of this project under The CONTRACTOR supervision. The CONTRACTOR shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the project. Such training plan and schedule will include a maximum of ten days of on-site Burlington training. Additional days requested will be subject to the then going Per Diem rate.

ARTICLE XVII. APPENDIX

SECTION 17.01 BID PROPOSAL

Each Proposal must be submitted on the prescribed form and all blank spaces for Proposal prices must be filled in ink or typewritten in both words and figures. Proposal prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. Burlington unless otherwise indicated. CONTRACTORS may quote on any or all items.

Negligence on the part of the CONTRACTOR in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

SECTION 17.02 PROPOSAL FORMAT AND CONTENTS

PROPOSALS shall include the following information organized in the following format:

- A. PROPOSALS shall be submitted on the appropriate form provided and signed by an authorized agent of the bidder.
- B. Name, telephone number, email, and FAX number, of person(s) to be contacted for further information and clarification.
- C. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of the municipality, scope of services rendered, date completed, contract price and price/parcel.
- D. Listing of all municipal revaluations now underway or under contract, including client contact, telephone number, size of the municipality, scope of services to be rendered, date to be completed, contract price and price/parcel.
- E. Listing of personnel to be assigned to CITY'S revaluation, including years of experience in current positions and other revaluation positions, municipalities served, their roles in those revaluations
- F. Copy of the firm's or individual's current Vermont Revaluation Certifications under Vermont Administrative Rule 86-P65
- G. Indication of how many years the firm has been engaged as a CONTRACTOR, corporation, partnership or individual specializing in municipal revaluation services.
- H. A bid bond or Certified Check for ten percent (10%) of the BASE PROPOSAL submitted.
 - I. The CONTRACTOR shall submit with their proposal, acceptance of the proposal schedule or reasonable modification to the proposed schedule, plus a fee breakdown for each of the components.
- J. The Contractor must indicate in their proposal the additional fee/parcel to be charged if the parcel count exceeds 105%.
- K. The Contractor must indicate in their proposal the additional fee/diem for litigation support for the year following the reappraisal.
- L. The CONTRACTOR must submit a PROPOSAL for the PROJECT as outlined in the CONTRACT and CONTRACT SPECIFICATIONS.
- M. Description of the CONTRACTOR'S revaluation public relations program.
- N. Proposals shall be submitted accompanied by the TAX AFFIDAVIT, NON-COLLUSION AFFIDAVIT, EQUAL EMPLOYMENT-AFFIRMATIVE ACTION AFFIDAVIT and LIVABLE WAGE AFFIDAVIT.
- O. The CITY is interested in the use of Web technology and applications for data verification, income expense submissions and informal hearings. The CONTRACTOR should include a

description of their web experience and solutions for use of such applications as part of their proposal.

- P. Data mailers and data verification applications are required by this PROPOSAL. Therefore, a comprehensive quality control plan is required and shall be submitted as part of this PROPOSAL.
- Q. The CITY is interested in upgrading or replacing its existing CAMA system. The CONTRACTOR is required to submit a plan to upgrade or replace the existing CAMA system.
- R. Upon awarding of the RFP, the successful Proposer shall execute the Contract in the form included in this RFP and shall deliver the Contract together with the required Insurance Certificates and Performance bond in the amount of 100% of the total awarded bid amount within 5 (five) business days of the award notification. The bond(s) shall remain in effect for the duration of the Contract.

EXCEPTIONS SHALL BE CLEARLY NOTED, LISTED AND DESCRIBED (INCLUDING ANY PRICE ADJUSTMENTS) ON A SEPARATE PIECE OF PAPER ATTACHED TO THE PROPOSAL FORM.

SECTION 17.03 TAX AFFIDAVIT

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL REAL PROPERTY

EFFECTIVE FOR THE GRAND LIST OF APRIL 1, 2021

The undersigned, being duly sworn, deposes and says:

I am over the age of 18 and believe in the obligations of an oath.

I, on my own behalf or on behalf of my CONTRACTOR, am submitting a bid, quotation or proposal to the City of Burlington.

I understand that the submission of this affidavit is required by the City of Burlington in connection with my bid, quotation or proposal and that the City may consider the information contained in this affidavit in making the contract award.

I have performed an investigation to determine whether I or my CONTRACTOR (as applicable) owe any delinquent state, local or federal tax.

Based upon my investigation, and to the best of my knowledge and belief, I or my CONTRACTOR (as applicable) owe to the following governmental unit(s) the following delinquent tax(es): (Describe the nature of each delinquent tax, approximate amount of same and governmental unit to which delinquent tax is owed. If a delinquent tax(es) is not owed, then insert the word "None").

LOCAL _____
STATE _____
FEDERAL _____

CONTRACTOR Name

Signature

Print Name & Title

Date

Subscribed and sworn to before me this _____ day of _____, 2019

My commission expires

Notary Public

SECTION 17.04 NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL REAL PROPERTY

EFFECTIVE FOR THE GRAND LIST OF APRIL 1, 2021

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. No employee or person whose salary is payable in whole or in part from the City of Burlington, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

The undersigned further certifies that this statement is executed for the purpose of inducing the City of Burlington to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and **Title** of Person

Subscribed and sworn to me _____ this day of __, 2019.

My Commission Expires

Notary Public

Date

SECTION 17.05 AFFIRMATIVE ACTION/EEO AFFIDAVIT

**FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL REAL
PROPERTY**

EFFECTIVE FOR THE GRAND LIST OF APRIL 1, 2021

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the CITY OF BURLINGTON that:

1. I/we are in compliance with the equal opportunity clause as set forth in Vermont State Law
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder

(Signature)

SECTION 17.06 LIVABLE WAGE AFFIDAVIT

To whom it may concern:

_____ NAME OF CONTRACTOR,
does hereby certify that its labor and wage practices conform to the City of Burlington's livable wage ordinance. (cited below) In addition, The CONTRACTOR agrees to provide payroll records or other documentation as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from the receipt of the city's request.

Livable Wage Citation

The Consultant is advised that certain City Contractors are required to comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to service contracts with the City of Burlington (as opposed to purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. As of July 2018, the livable wage for employees who receive health care benefits is \$14.52 per hour. The livable wage for employees who do not receive health care benefits is \$16.20 per hour.

An employee of a covered Contractor (Consultant) must be paid the livable wage during the period of time he or she expends on furnishing services funded by the City. Covered employees must agree to the payment of the livable wage as a condition of entering into a covered service contract with the City. A covered employer who violates the Livable Wage Ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies. Please see Livable Wage Ordinance for a more detailed description of its requirements. <https://www.burlingtonvt.gov/CityCouncil/Livable-Wage-Ordinance>

The Consultant is required to submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract. The Consultant shall agree to provide payroll records or other documentation as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from the receipt of the city's request.

CONTRACTOR SIGNATURE
NAME _____
TITLE _____

Date: _____

SECTION 17.07 BID FORM

In the forms shown below bidders are encouraged to bid on the entire reappraisal or sections of the reappraisal. The CITY will review all qualified bidders and may in the best interests of the community divide some of the tasks among those most qualified. **The Bid Bond is to be 10% of the Base Appraisal Services. The Bid Bond applies only to Contractors submitting a Base Reappraisal Services Bid.**

CITY OF BURLINGTON / PROPOSAL FORM	
FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL REAL PROPERTY FOR THE APRIL 1, 2021 GRAND LIST	
BASE REAPPRAISAL SERVICES - BID FORM	
The undersigned submits the following Proposal in accordance with the attached specifications	
	FEE IN DOLLARS
Neighborhood Delineation	
Data Mailer, Printing and Mailing	
Residential Inspections (see "Estimated Residential Inspection Breakout" in RFP Appendix)	
Correction of Measurements from Sketch Verification	
Residential Modeling - Cost Approach	
Residential Modeling - Comparable Sales	
Residential Modeling - MRA	
Residential Data Entry (as specified in Section 4.04)	
Residential Final Valuation & Review	
Web Based Data Verification Application	
Web Based Income & Expense Application	
Sales Verification Questionnaires / Inspections	

Commercial / Industrial Physical Inspections (see "Estimated Commercial Inspection Breakout" in RFP Appendix)	
Commercial Modeling - Cost Approach	
Commercial Modeling - Comparable Sales	
Commercial Modeling - Income Approach	
Commercial Data Entry	
Commercial Final Review	
Exempt Valuation	
Public Relations and Communications	
Income & Expense Printing and Mailing	
Assessment Notices (2 mailings)	
Informal Hearings	
Board of Assessor Hearings	
Assessment Staff Training	
Litigation and Appeal Support from 2021 to 2022	
Project Documentation	
BASE REAPPRAISAL BID	
OPTION 1 - SOFTWARE SERVICES	
OPTION 2 - IMAGING SERVICES	2-A
	2-B
	2-C
	2-D

<p align="center">OPTION 3 - SELECTED INDIVIDUAL MAI REPORTS</p> <p>This bid form is to be submitted separately from other bid forms The submission deadline for bids on Option 3 is April 1, 2019</p>	
<p align="center">OPTION 4 -PROJECT MANAGER</p> <p>This bid form is to be submitted separately from other bid forms The submission deadline for bids on Option 4 is April 1, 2019</p>	
<p align="center">TOTAL BID WITH ALL OPTIONS</p>	
<p>Please Complete and Sign</p>	
<p>Legal Name of Vendor</p>	
<p>Business Address</p>	
<p>Name & Title of Authorized Agent</p>	
<p>Signature</p>	

CITY OF BURLINGTON / PROPOSAL FORM

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL
REAL PROPERTY FOR THE APRIL 1,2021 GRAND LIST

OPTION 1 - SOFTWARE SERVICES - BID FORM

The undersigned submits the following Proposal in accordance with the attached
specifications

TASK	FEE IN DOLLARS
Reappraisal Field Management, Desk Review Software	
CAMA Software Bridge to NEMRC	
Permit Data Import to CAMA Software	
GIS Integration and Modeling Tool	
CAMA Software Upgrade or Replacement	
CAMA Conversion Costs	
Mobile Data Collection Device	
OPTION 1 - SOFTWARE SERVICES – TOTAL Bids may be submitted on some or all of the tasks listed above	
Please Complete and Sign	
Legal Name of Vendor	
Business Address	
Name & Title of Authorized Agent	
Signature	

CITY OF BURLINGTON / PROPOSAL FORM

**FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL
REAL PROPERTY FOR THE APRIL 1,2021 GRAND LIST**

OPTION 2 - IMAGING SERVICES - BID FORM

**The undersigned submits the following Proposal in accordance with the attached
specifications**

TASK	FEE IN DOLLARS
2-A High Resolution Street Level Imaging	
2-B Oblique Imaging (Sub 1" Resolution)	
2-C Ortho Imaging (Sub 1" resolution)	
2-D Sketch Verification	
OPTION 2 - IMAGING SERVICES Bids may be submitted on some or all of the tasks listed above	2-A
	2-B
	2-C
	2-D
	TOTAL
Please Complete and Sign	
Legal Name of Vendor	
Business Address	
Name & Title of Authorized Agent	
Signature	

CITY OF BURLINGTON / PROPOSAL FORM

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL
REAL PROPERTY FOR THE APRIL 1, 2021 GRAND LIST

OPTION 3 - SELECTED INDIVIDUAL MAI REPORTS - BID FORM

**Note: The submission deadline for bids on Option 3 is April 1, 2019
This bid form is to be submitted separately from other bid forms**

The undersigned submits the following Proposal in accordance with the
attached specifications

TASK	FEE IN DOLLARS
OPTION 3 -Top 10 Taxpayer MAI Reports (see RFP appendix for list) Bids may be submitted on some or all of the properties on the list	3-A
	3-B
	3-C
	3-D
	3-E
	3-F
	3-G
	3-H
	3-I
	3-J
	TOTAL
Please Complete and Sign	
Legal Name of Vendor	
Business Address	
Name & Title of Authorized Agent	
Signature	

CITY OF BURLINGTON / PROPOSAL FORM

FOR PROFESSIONAL SERVICES RELATING TO THE REAPPRAISAL OF ALL
REAL PROPERTY FOR THE APRIL 1, 2021 GRAND LIST

OPTION 4 - PROJECT MONITOR - BID FORM

Option 4 bidders are precluded from submitting a base reappraisal bid and/or a bid for Option 1 or Option 2. They may submit a bid on Option 3

**Note: The submission deadline for bids on Option 4 is April 1, 2019
This bid form is to be submitted separately from other bid forms**

The undersigned submits the following Proposal in accordance with the attached specifications

TASK	FEE IN DOLLARS
OPTION 4 -Project Monitor - TOTAL	
Please Complete and Sign	
Legal Name of Vendor	
Business Address	
Name & Title of Authorized Agent	
Signature	

Section 17.08 SELECTED INDIVIDUAL MAI REPORTS LIST

A. BTC Mall Associates (as complete) / 75 Cherry Street / 044-4-033-000

B. Fortieth Burlington LLC / 128 Lakeside Avenue / 053-2-010-000

C. Antonio B Pomerleau LLC / 555 Shelburne Street / 060-3-002-000

D. RD Burlington Anchor Associates / 67 Cherry Street / 044-2-014-001

E. Starr Farm Partnership / 98 Starr Farm Road / 023-4-064-001

F. Diamondrock Burlington Owner L / 60 Battery Street / 049-1-143-001

G. Howard Opera House Associates / 81-93 Church Street / 049-3-123-000

H. Nick & Morrissey Development LLC / 29-35 Church Street / 044-4-006-000

I. Redstone Lofts Apt LLC / 165 Davis Road (UVM) / 050-4-098-002

J. Global Companies LLC / 2 Flynn Avenue / 056-3-004-000

Section 17.09

Residential Inspection Estimations		
Contractor or Assessor performing inspections	Residential trigger for full (interior & exterior) inspections	Residential estimated # of full inspections
Assessor	3 years of residential sales	1,200 verifications resulting in 500 attempted full inspections
Contractor	residential data mailer	600 attempted full inspections (7% of 8,500 total residential, assume all to be interior inspects)
Assessor	significant permitted improvements issued 18/19 through 20/21	600 attempted interior inspections
Contractor	Change finder identified error warranting interior inspection	130 attempted full inspections (1.5% of total residential)
	Total attempted full residential inspections	1,100 - Assessor 730 - Contractor 1,830 -Total
	Residential trigger for exterior only inspections	Residential estimated # of exterior only inspections
Contractor	Change finder identified error warranting exterior inspection	600 attempted interior inspections (7% of total residential)

Assessor	significant permitted improvements issued 18/19 through 20/21	600 attempted exterior inspections
	Total attempted exterior only residential inspections	600- Assessor 600- Contractor 1,200- Total
	Total combined attempted full & exterior only residential inspections	1,700 - Assessor 1,330- Contractor 3,030 -Total

Commercial Inspection Estimations

Contractor or Assessor performing inspections	Commercial trigger for full (interior & exterior) inspections	Commercial estimated # of full inspections
Assessor	3-5 years of apartment sales	400 verifications resulting in 250 attempted full inspections
Contractor	All Commercial & Industrial properties: (includes C, CC,I, CR that are a primarily comm use)	500 attempted full inspections
Contractor	Income & Expense data mailers for apartment properties	80 attempted full inspections (7% of total apt properties)

Assessor	significant permitted improvements for apartments issued 18/19 through 20/21	200 attempted full inspections
	Total attempted full commercial & apartment inspections	530 - Assessor 580 - Contractor 1,030 -Total
	Commercial trigger for exterior only inspections	Commercial estimated # of exterior only inspections
Contractor	Apartment properties: Change finder identified error warranting exterior inspection	100 attempted exterior inspections (8.5% of total apartments)
Assessor	significant permitted improvements for apartments issued 18/19 through 20/21	100 attempted exterior inspections
	Total attempted exterior only commercial & apartment inspections	100 - Assessor 100 - Contractor 200 -Total
	Total combined attempted full & exterior only commercial & apartment inspections	630 - Assessor 600- Contractor 1,230 -Total

