CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS RESOLUTION OF THE CITY COUNCIL

NO:	
APPROVED:	MAYOR
DATE:	

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2018	State of RI Real Estate Appraisal Services	Peter M. Scotti & Assocs. 264 Hope St. Providence, RI 02906	\$3,200.00	1 year from date of award	1	56 - 10

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to piggyback MPA #361.

CODE: 18-360 Finance/Professional Services

SECTION 56-10

Request permission to piggyback MPA #361

Bid2018-225 State of RI Real Estate Appraisal Services

Peter M. Scotti & Assocs. 264 Hope St. Providence, RI 02906

Contract Award: \$3,200.00

Contract Period: 1 year from date of award

William DePasquale, Jr., AICP Planning Director



CITY OF WARWICK

Planning Department 3275 Post Road, Annex; Warwick, RI 02886 Tel. (401) 738-2009

To:

Ms. Patricia Peshka, Purchasing Agent

From: William J. DePasquale, Jr., AICP

Planning Director

Date: November 27, 2017

Re:

Christopher Rhodes Elementary School Appraisal

As you are aware, on July 14, 2017, the City opened bids in response to a Request for Proposals for the "Sale/Lease for Reuse of the Former Nelson Aldrich Junior High School Building and Grounds and/or Christopher Rhodes Elementary School." One proposal was submitted for the Christopher Rhodes Elementary School property, with two scenarios: 1.) The City takes all responsibility to clear the land of all hazardous materials, tear down the building, remove asbestos, oil tank and parking lots, and the Buyer will purchase the property for \$550,000; or

2.) The Buyer clears the land of all hazardous materials, razes the building, and removes asbestos, oil tank and parking lots, for a purchase price of \$117,000. This sum is based on the Buyer's estimate included with the RFP response of a value of \$550,000 for the property, minus the Buyer's estimated cost of \$433,000 to raze and mitigate the building and grounds.

Per City Ordinance, appraisals are required for the sale of any municipally-owned building. On September 20, 2017, the Planning Department solicited Price Quotes, under Section 56-10 Use of Services of State Division of Purchases from the following approved vendors on the State of Rhode Island MPA#361 Real Estate Appraisals - State Solicitation No. 7449089 (through December 31, 2017) - to prepare a restricted appraisal report for the Christopher Rhodes Property and provide a price quote for an hourly rate for the appraiser who prepares the report to attend a City Council meeting for no more than four (4) hours.

Price Quotes Requested/Received are as follows:

Name	Appraisal Quote	Hourly Rate	Total: Appraisal + Hourly Rate @4 hours
Peter Scotti & Associates	\$2,000	\$300	\$3,200
JA Jones Associates	\$3,000	\$150	\$3,600
Sweeney Real Estate and Appraisal	\$3,200	\$250	\$4,200
Integra Realty Resources (Bates &McDonough, Inc.)	\$3,400	\$250	\$4,400

White Appraisal Company, Inc. was unable to submit a competitive quote due to their current workload.

Coyle Appraisal Companies declined to submit a quote due to workload and schedule conflicts.

In response to past Finance Committee meeting requests, this Department followed up with phone calls to the principals of the other firms and found:

Newport Appraisal Group, LLC did not submit a quote due to their existing workload. Andolfo Appraisal Associates, Inc. did not submit a quote due to their existing workload. Keystone Consulting Group did not submit a quote due to their existing workload.

Based on the responses listed above, the City requests permission to piggyback on the State MPA#361 Real Estate Appraisals – State Solicitation No. 7449089 – to prepare a restricted appraisal report for the Christopher Rhodes Property to Peter Scotti & Associates, of Providence, Rhode Island, which is the lowest qualified vendor.

Acting Finance Director Bruce Keiser has informed this Department that funds will be available from Budget Code: 18-360 Professional Services. As of this writing, the Finance Department report states that there is a balance of \$26,870 in Budget Code 18-360.

Thank you for your attention. Please do not hesitate to contact me should you have questions.

September 22, 2017

246 Hope Street

Providence, RI 02906

Tel 401,421,8888

Fax 401.331.3018

South County

Tel 401.782.8803

Ms. Susan Baker Business Development Planner City of Warwick Planning Department

Dear Ms. Baker,

Our bid to conduct an appraisal of the Christopher Rhodes School property in accord with your Request for Proposals dated September 20, 2017 is two thousand (\$2,000) dollars. The report will be completed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). Our rate for testimony and consulting is \$300.00.

Thank you very much for considering Peter M. Scotti & Associates, Inc. for this assignment.

Very truly yours,

Peter M. Scotti, MAI

J A Jones Associates 1749 Main Road Tiverton, Rhode Island 02878

September 15, 2017

City of Warwick Request for Quotes Real Estate Appraisal Services Warwick, RI

RE: Request for Restricted Appraisal Report

Assessor's Plat 288 Lot 424 110 Sherwood Ave. Warwick, RI 02888

The assignment involves a restricted appraisal report for the Highest and Best use of a 9.97 acre cleared lot with the building razed and all remediation completed.

The fee to complete the above will be \$3,000.00

The hourly rate to appear is \$150.00

Judea a. Jones

Any questions please do not hesitate to call me at 401-952-6066.

Sincerely,

Judith A Jones SRPA



September 22, 2017

Ms. Susan E. Baker
Business Development Planner
WARWICK PLANNING DEPARTMENT-CITY OF WARWICK
3275 Post Road
Warwick, Rhode Island 02886

Re: Appraisal bid for real estate located at:

(Plat 288, Lot 424)

110 Sherwood Avenue, Warwick, RI (Rhodes Elementary School)

Dear Ms. Baker:

In response to your e-mail we are pleased to submit this proposal to prepare an appraisal report for the property captioned below. The subject property consists of 1 lot of land improved with an educational building (known as Rhodes Elementary School). The appraisal will be an "restricted appraisal report" for the fee simple fair market value based on the RFP as a vacant, clean lot of land approved for a 27-lot single-family subdivision, with applicable approaches to value.

Scope	Price	Lead Time
Parcel vacant and approved with a 27-lot sub-division	\$3,200.00	4-5 weeks
Hourly Rate (no more than 4 hours)	\$250/Hr.	

We thank you for the opportunity to quote, please feel free to contact me with any questions.

Respectfully submitted,

David W. Widmann

SWEENEY REAL ESTATE & APPRAISAL



September 26, 2017

Ms. Susan E. Baker
Business Development Planner
City of Warwick
Warwick City Hall, Annex Building 2nd Floor
3275 Post Road
Warwick, Rhode Island 02886

SUBJECT:

Proposal for Valuation and Consulting Services

Christopher Rhodes Elementary School (the "Subject Property")

110 Sherwood Ave. (Plat 288, Lot 424)

Warwick, RI 02888

Dear Ms. Baker:

Upon your acceptance of this letter agreement, Integra Realty Resources – Hartford/Providence will prepare an appraisal report for the Subject Property.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the Subject Property. The intended use of the appraisal is for internal corporate purposes. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require IRR – Hartford/Providence to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis, and preparation of the report.

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions

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Ms. Susan E. Baker City of Warwick September 26, 2017 Page 2

involving federally regulated lending institutions. Given that requirement, the appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in a Restricted Appraisal Report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

The total fee for the appraisal report is \$3,400 [including expenses], and the delivery date will be four to five (4-5) weeks from your acceptance of this letter agreement, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. An hourly rate of \$250.00 will be required for the attendance of the appraiser to attend a Warwick City Council meeting, if necessary. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees) associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is canceled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the subject property for any amounts owed pursuant to this engagement.

Two copies of the appraisal report will be provided. The four to five (4-5) week delivery date is contingent upon the absence of events outside our control, timely access for inspection of the property, as well as our receipt of all requested information necessary to complete the assignment.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisal will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment, and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony.

3 19 mg

Ms. Susan E. Baker City of Warwick September 26, 2017 Page 3

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

Integra Realty Resources - Hartford/Providence

beal H. Worrigh

Gerard H. McDonough, MAI, FRICS Senior Managing Director

NAME (PRINT)

Attachments

AGREED & ACCEPTED THIS _______ DAY OF ________, 2017.

BY: Ms. Susan E. Baker on Behalf of the City of Warwick

Authorized Signature

C. 10 /2

ATTACHMENT I

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

- 1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
- 2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
- There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
- 4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
- 5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
- 6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

- An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
- 2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
- 3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
- 4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
- 5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
- 6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

- 7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
- 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
- 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
- 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
- 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
- 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
- 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
- 14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
- 15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
- 16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
- 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved

during the period covered by our analysis will vary from our estimates, and the variations may be material.

- 18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
- 19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
- 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
- 21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
- 22. Integra Hartford/Providence is not a building or environmental inspector. Integra Hartford/Providence does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
- 23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
- 24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources Hartford/Providence, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the

appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

- 25. Integra Hartford/Providence, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
- 26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
- 27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

Baker Susan E

From:

Sent:	Wednesday, September 27, 2017 3:33 PM
То:	Baker Susan E
Subject:	Re: RFP from City of Warwick Appraisal for Christopher Rhodes property time sensitive
Thank you for thinkin Thank you	g of us but we are not able to submit a competitive bid due to our current workload.
Vanessa Mann	
On 2017-09-20 1:25 p	om, Baker Susan E wrote:
> Good afternoon,	
>	
> Please find informa	tion in the two attached PDF documents relative to
•	es for Appraisal Services for the former Christopher
> Rhodes Elementary	School in Warwick.
>	
	sponses should be emailed to me no later than
> Wednesday, Septer	mber 27, 2017 at close of business (4:30 p.m.).
>	
> Thank you for your	consideration.
> =====================================	
> Sincerely,	
> > Sue Baker	
> Sue baker >	
> > Business Developm	ant Dianner
> busifiess bevelopin	ent Flamei
> > City of Warwick Pla	nning Denartment
> City of warmier ha	ming Department
> (401) 921-9682	
1 1	
•	

appraisal@whiteappraisalri.com

Baker Susan E

From:

Office <office@coyleappraisal.com>

Sent:

Friday, September 22, 2017 2:33 PM

To:

Baker Susan E

Subject:

Appraisal request for Christopher Rhodes property

Good Afternoon -

Thank you for contacting us and requesting a quote for appraisal services. Unfortunately, at this time, we have to decline due to workload and schedule conflicts. We hope that you will consider us again for any projects in the future.

Thank you,

Joy Laput, Secretary Coyle Appraisal Companies Phone: (401) 725-2200 ext. 205

Fax: 1 (401) 727-1240* office@coyleappraisal.com

*(When Faxing Please be sure to dial

14017271240, as it will not go through if dialed incorrectly)

From: Baker Susan E [mailto:susan.e.baker@warwickri.com]

Sent: Wednesday, September 20, 2017 1:26 PM

To: pmgbs@scottire.net; appraisal@whiteappraisalri.com; tsweeney@sreari.com; jcrimmins@newportappraisal.com; nate@newportappraisal.com; sdylag@keystonene.com; tom.andolfo@verizon.net; office@coyleappraisal.com; providence@irr.com; judyjones@verizon.net

Subject: RFP from City of Warwick -- Appraisal for Christopher Rhodes property -- time sensitive

Good afternoon,

Please find information in the two attached PDF documents relative to a Request for Quotes for Appraisal Services for the former Christopher Rhodes Elementary School in Warwick.

Please note that responses should be emailed to me no later than Wednesday, September 27, 2017 at close of business (4:30 p.m.).

Thank you for your consideration.

Sincerely, Sue Baker

State of Rhode Island: Division of Purchases

MPA Awards 361

Click on the award number to view the vendor award.

View 200 v per page Page 1 of 1			
Award Number	Vendor Name	MBE*	Comments
3287555	Keystone Consulting Group		Blanket
3287551	J A Jones Associates		Blanket
3287156	Andolfo Appraisal Associates, Inc.		Blanket
3117521	Newport Appraisal Group	,	Contract
3117524	Peter M. Scotti & Associates		Contract
3117818	White Appraisal Co., Inc.		Contract
3117821	William E. Coyle, Jr. & Associates		Contract
68M00327724	T O Sweeney Appraisal Co LLC		Contract
68M00327719	Bates & Mcdonough, Inc.		Contract

^{*}Certified Minority Business Enterprise