Professional Services Agreement No. 1091

By and between

Town of Bloomfield CT

And

Vision Government Solutions Inc.

For

Reevaluation Services of Taxable and Exempt Real Property for the October 1, 2019 Grand List

This Agreement is by and between the Town of Bloomfield, CT having its principal address at 800 Bloomfield Avenue Bloomfield, Connecticut 06002, acting herein by Phillip K. Schenck, Jr., Interim Town Manager, duly authorized hereinafter referred to as "TOWN", and, Vision Government Solutions Inc., a corporation with its principal place of business at 1 Cabot Road, suite 100, Hudson MA, acting herein by Kevin Bullock, CFO, duly authorized, hereinafter referred to as the "Contractor".

WITNESSTH THAT:

WHEREAS, TOWN published a Request for Proposal for the purpose of obtaining professional revaluation services for the October 1, 2019 Grand List ("Revaluation Services"). The services will cover and include all real property in Bloomfield, including all taxable and tax exempt real estate, land, buildings and improvements, using the Town's existing CAMA system; and

WHEREAS, CONTRACTOR has been selected through a competitive process to provide such services; and

WHEREAS, TOWN and CONTRACTOR desire to enter into an Agreement in accordance with the Request for Proposals which incorporates the scope, objectives, activities, budget and response, and included herein (attached as Appendix A)

NOW THEREFORE, TOWN and CONTRACTOR do mutually covenant and agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall be from December 3, 2018 until completion of Board of Assessment Appeal Hearings related to the October 1, 2019 revaluation, approximately May 2020.

2. SCOPE OF SERVICES

The CONTRACTOR agrees to provide prompt professional services to the TOWN. Specifically, the CONTRACTOR is required to provide services as set forth in Request For Proposals (Appendix A) and with the CONTRACTOR’S Proposal dated August 2, 2018 (Appendix B), and are incorporated herein as if fully set forth, collectively the “Project”. In the event of a conflict between these documents, the governing document shall prevail
in the following order: 1) The Agreement 2) The Request for Proposals (Appendix A) and 3) The Contractor’s Proposal (Appendix B).

The CONTRACTOR will:

2.1 Commence work on the assigned project as approved, promptly and subsequent to necessary approvals by the Town.

2.2 Provide status reports for the project in the format and frequency as reasonable requested by the TOWN staff.

3. COMPLETION DATE, SCHEDULE and LIQUIDATED DAMAGES

3.1 CONTRACTOR shall commence the revaluation work not later than December 3, 2018, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below. Failure to meet completion date of Project will constitute a breach of contract and liquidated damages may be instituted in accordance with Section 3.3.

3.2 The following phases of the revaluation must be completed in accordance with the following schedule:

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3.3 **Liquidated Damages**

Failure by the CONTRACTOR to complete all work on or before the project completion date specified in Section 3.2, or as may be amended, shall be cause for payment by the CONTRACTOR on the written request of the Assessor, for each day beyond the specified date of completion. Accordingly, the TOWN and CONTRACTOR agree to liquidated damages in the amount of three hundred dollars ($300) per day for delays (but not as penalty), for the project completion date of December 22, 2019 identified in Section 3.2.

Liquidated damages due under this clause shall be deducted from the payment due the CONTRACTOR and represents a fair and equitable estimate of the damages the TOWN will suffer if the CONTRACTOR’S work is not completed on or before the specified date or is not in conformity with the standards of this Agreement.

4. **APPRAISAL SPECIFICATIONS**

4.1 **General**

The CONTRACTOR shall calculate a value estimate for each parcel that will be comprised of 1) land value, 2) building value, 3) other improvement value and 4) total value. A preliminary valuation analysis will be performed during the development of cost schedules, market adjustments, income, expense and capitalization factors. The preliminary analysis will involve the most recent arms’ length sales (up to 2 years if needed) and current year income & expense data, for processing through CAMA calculations and for review in the field. The assessor will be provided the results of the preliminary analysis prior to the commencement of the field review.

4.2 **Land Appraisal**

The CONTRACTOR shall appraise all land within the TOWN: residential, commercial, industrial, public utility, tax exempt or any other land whether vacant or improved. All valuations are subject to the approval of the Assessor.

4.2a **Land Value Study:** Land shall be valued on the basis of an analysis of sales data as specified in this Agreement entitled "Sales Analysis". The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the Assessor.

4.2b **Land Value Units:** The CONTRACTOR shall prepare land unit values by square foot, acreage, or fractional acreage; whichever in the judgment of the Assessor most accurately reflects the market for the appraised land. All
necessary tables and charts shall be developed by the CONTRACTOR for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the Assessor.

4.2c Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the Assessor, delineate “neighborhood” units within the TOWN. Each neighborhood unit will, in the CONTRACTOR’s opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code that will be used for valuation. These neighborhood codes shall be recorded in the CAMA database for all properties.

4.2d The CONTRACTOR must utilize the Town’s GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in-depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

4.3 Appraisal of Residential Buildings and Structures

The CONTRACTOR shall make a listing of physical construction details for each residential buildings and structures that the CONTRACTOR will be inspecting, as specified in section 4.3a, on proper forms as previously covered in these specifications.

Both the CONTRACTOR and TOWN understand that the TOWN has already begun completing interior inspections solely for the purpose of the 2019 revaluation.

4.3a Mandatory Data Mailers

The CONTRACTOR shall send a data mailer to each improved residential property. Such Data Mailer will question the property owners on the accuracy of the assessment data. Property owners will be required to answer the questionnaire and send it back to the CONTRACTOR within seven (7) days. Pursuant to C.G.S. § 12-62(b)(4), failure to respond to the mandatory data mailer will trigger an automatic Interior Inspection.

The Mandatory Data Mailers will be sent via first class mail. All of the costs associated with the Mandatory Data Mailers, including construction, printing, postage, receiving, organizing, correlating, and data entry in the TOWN’s CAMA system shall be borne by the Contractor.

Data entry shall be made into the visit history indicating if the Data Mailer was returned and if any changes were made. Changes should have specific notes in the “Notes” section on the field card explaining what was changed.
Data Mailers with serious discrepancies, as directed by the Assessor, shall be filed separately and require further investigation and a possible interior inspection.

The Data Mailers must be approved by the Assessor prior to being printed and at the conclusion of the Project, the CONTRACTOR must deliver the original Data Mailer received, in street order, to the Assessor.

Pursuant to State Statute, both property owners who fail to reply to the Data Mailers and owners whose responses were not satisfactory to waive an interior inspection will be compiled into a list by the CONTRACTOR and will require interior inspections. This list will be titled “residential requiring full interior inspections” and will be provided to the Assessor no later than March 1, 2019.

Both the CONTRACTOR and TOWN understand that the TOWN will make every effort to inspect as many of these properties as possible given the time constraints and schedule to adhere to. Both also understand it is impossible to predict the number of properties that will require an interior inspection. Recognizing these factors, the CONTRACTOR has included a total of 1,800 residential inspections, for all purposes, any additional can be provided at a cost of $24 per inspection, to be completed by the CONTRACTOR in the event the Town cannot complete all interior inspections in-house, they will assign a portion of these inspections to the CONTRACTOR. The TOWN must furnish the residential properties requiring full interior inspections to be conducted by CONTRACTOR employees to the CONTRACTOR not later than March 15, 2019.

4.3b Interior Inspections

Once the CONTRACTOR has received the list of “residential requiring full interior inspections”, the CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 95% of all residential structures on said list, excluding those wherein the owner refuses permission to inspect, unoccupied buildings, structures that are unsafe, Inhabitants that appear dangerous or threatening, no response to the interior inspection letter or any other reason which the Assessor and company agree makes the property inaccessible.

The data collector shall have each interior inspection dated and verified by having an adult owner or resident of each building or dwelling unit sign the data collection form.

When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the Assessor of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The Assessor shall review the situation, and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable, without entry and make
adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

All data collection forms shall indicate the initials of the data collector and the date(s) of the inspection(s) and attempts, if multiple.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures.

In the event that a child answers the door, the data collectors must immediately request an adult come to the door. No data collectors are permitted to enter any homes unless an adult property owner has given permission. Data Collectors can leave their number with the youth to pass to their parents. Such action shall be noted in the visit history.

4.3c Call Backs

Where contact with a property owner is not established, the CONTRACTOR shall make two (2) call back attempts. The time and date at which the call back was made shall be duly noted on the data collection form by the data collector making such a call back. Call backs are NOT permitted to be on the same day as the original attempt to inspect.

If after two (2) call backs, contact was not established with a property owner, a notification letter approved by the Assessor, shall be mailed by the CONTRACTOR, informing the property owner of the revaluation process and the fact that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

4.3d Exterior Inspection

For all properties requiring full interior inspections, the perimeter of all improvements shall be accurately measured and rounded to the nearest foot. Existing sketches from the current CAMA system and record cards in the Assessor’s office will be made available to the CONTRACTOR for verification.

Every property must be digitally photographed, with such photographs to be attached to CAMA system. Existing photos shall not be deleted and the new photos shall be made the “primary” photo.

Physical data of the parcel shall be recorded on the data collection form at the site.

The CONTRACTOR shall update all physical data, including attaching the digital photograph, on the CONTRACTOR’s CAMA System. The PROJECT CAMA system shall be copied periodically, as determined by the assessor and the Project Manager and installed on the TOWN’s computer system in
order to provide adequate opportunity to complete and conduct quality control measures and review. This is essential so that in the event there are any quality control issues, they can be identified at the beginning of the Project.

4.3e Review

All sale properties shall be reviewed in the field by the CONTRACTOR's personnel qualified as a reviewer and after receiving prior approval by the Assessor. The sales shall be reviewed for accuracy of data collection, data entry, quality of digital imaging, classification, use, grade, condition, etc.

All non-sale properties shall be reviewed in the field by the CONTRACTOR's personnel qualified as a reviewer and after receiving prior approval by the Assessor. These properties shall be reviewed for accuracy of data collection, data entry, classification, use, grade, condition, final value, and to assure that their final value is correlated to comparable properties and sale properties. The Assessor shall be notified of the dates of any and all reviewing and is entitled and intends to accompany the reviewer during this entire phase of the revaluation Project.

4.3f Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2019, and shall be done from and in accordance with the manuals and schedules having received prior approval by the Assessor.

The final valuation shall be the fair market value of the structures plus the fair market value of the land. In arriving at the fair market value of the structures, 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 property record card.

4.4 Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties

4.4a General

ALL commercial, industrial, public utility and special purpose buildings shall be inspected by the CONTRACTOR. The TOWN is not inspecting any of these properties and the CONTRACTOR is solely responsible for interior inspection.

These inspections will NOT be included on the list of “residential properties requiring full interior inspections” that the Town will deliver by March 15, 2019 in which the CONTRACTOR will be paid separately.

All properties must be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card.
4.4b Description

All buildings shall be identified and described as to component parts of construction, size, area, usage, and present occupant(s) on the proper forms, as previously prescribed in these specifications.

Existing sketches from the current commercial and industrial CAMA system and record cards in the Assessor’s office will be made available to the CONTRACTOR for verification.

In reference to commercial and industrial improvements, it will not be necessary to prepare a sketch if the current sketch is accurate. In the event that the current sketch is inaccurate, CONTRACTOR must modify the existing sketch. There shall be one (1) sketch per building which will include all levels of the building.

4.4c Income Approach

Income and expense data gathered by the TOWN shall be utilized by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Connecticut General Statutes Section 1-19, as amended, (Freedom of Information). The CONTRACTOR shall maintain all such M-58 reports in strict confidence. From these returns and other data sources, such as field investigations and interviews, experience working in similar/neighborhood municipalities, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the Assessor, the CONTRACTOR shall perform the income approach using both actual and economic income and expense data.

4.4d Yard and/or Site Improvements

All yard/site improvements shall be listed and valued separately.

4.4e Review

A final review shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer, after having received prior approval of the Assessor, shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible. The Assessor shall be notified of the dates
of any and all reviewing and is entitled and fully intends to accompany the reviewer during this entire phase of the revaluation.

4.4f Preliminary TOWN Acceptance:

Prior to the mailing of assessment notices, the CONTRACTOR'S Project Manager will review the final values, as computed by the CONTRACTOR, with the Assessor, to ensure that the TOWN is prepared to accept the CONTRACTOR'S work. The Assessor will make the final judgment on the final value. If deemed to be unacceptable, the CONTRACTOR as required or specified by the Assessor will revise the values.

5. CONTROL AND QUALITY CHECKS

5.1 Field Checks

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

5.2 Building Permits

The Assessor shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of the revaluation.

5.3 Incomplete Construction

The CONTRACTOR shall provide the Assessor, with a report of all properties that have incomplete improvements on the October 1, 2019 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. This report must be submitted no later than November 1, 2019. All properties under construction must be inspected, by the Assessor's office staff, unless assistance is needed, Contractor can provide as part of the 1,800 inspections, between September 15 and October 15 to determine the property percentage complete.

5.4 Sales Analyses

Sales analyses of properties shall be performed as means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the Assessor shall also be performed.

6. RESPONSIBILITIES OF THE CONTRACTOR

6.1 Good Faith

The CONTRACTOR shall, in good faith, use its best efforts to assist the Town's Assessor ("Assessor") in determining accurate and proper market valuations, and
shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

6.2 Public Relations

The CONTRACTOR shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meetings with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR will supply visual aids and other media. All public releases shall be approved by the Assessor prior to release.

6.3 Conduct of Employees

The CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. The TOWN reserves the right to request and have the CONTRACTOR replace any employee which fails to comply with this provision.

6.4 Records

The CONTRACTOR shall provide all property record cards (field cards), supplies, forms, literature, papers and systems to be used in this Project.

CAMAs: The TOWN shall provide access to the in-house Computer Assisted Mass Appraisal system, Vision Appraisal software Version 8. All Project related data entry through the Project shall be the responsibility of the CONTRACTOR.

6.4a The CONTRACTOR shall supply property record cards for the properties that will be inspected by the CONTRACTOR.

6.4b All forms used in this Project shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity, and shall be further subject to approval by the Secretary of the Office of Policy and Management as required by the Connecticut General Statutes. The CONTRACTOR shall be responsible for all forms and postage related to the Project.

6.4c All records are property of the TOWN. The original or a copy of all records and computations including machine readable data bases made by the CONTRACTOR in connection with any appraisal of property for this Project shall, at all times, be the property of the TOWN and upon completion of the Project or termination of this agreement by the TOWN, shall be left in good order in custody of the Assessor. Such records and computations shall include, but not be limited to: (1) tax maps; (2) land value maps; (3) materials, and schedules; (4) data collection cards (listing cards), property record cards (field cards) with property valuations; (5) sales data; (6) income, expense and capitalization rate data; (7) depreciation tables; (8) computations of land and building values; (9) all
forms of correspondence including letters or memoranda to individuals, corporations, property owners, or groups of organizations explaining the revaluation, or assessments or appraisal methods used on this Project; (10) duplicate "Notices of Assessment Change", (11) duplicate of hearing determination notices.

6.4d The CONTRACTOR shall use a system approved by the Assessor to accurately account for all records and maps which may be taken from the files of the Assessor in connection with this Project. All such records and maps shall be returned immediately. None of the Assessor's records shall be taken outside the corporate limits of the TOWN, without prior written approval of the Assessor.

6.4e The CONTRACTOR, together with the Assessor, shall conduct an analysis of all sales which occurred from at least October 1, 2017 through December 1, 2019 (or such other reasonable period as deemed necessary by the Assessor and the Project Manager). These sales shall be reduced to appropriate units of comparison and segregated into the following major categories: vacant residential land, vacant commercial land, vacant industrial land, residential condominiums, commercial condominiums, residential properties, commercial properties, apartment properties and industrial properties. Further subcategory breakdown such as ranch, split level, cape, retail, office, gas station, etc. will also be required. All existing sales information will remain in the Assessor's database for informational purposes. No values shall be set until such an analysis is presented to, reviewed by and accepted by the Assessor. The Assessor is to approve final market adjustments no later than October 15, 2019.

6.4f All fair market values that are developed by the CONTRACTOR must meet or exceed the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-621 of the Connecticut General Statutes. The CONTRACTOR agrees to provide preliminary and final Performance Testing Standard reports as requested by the Assessor and a final report as required by OPM for certification.

6.5 Assessment Notices

No later than November 10, 2019, a notice in accordance with Section 12-55 (C.G.S) shall be sent, at CONTRACTOR'S expense, by first class mail, to each owner of record as of October 1, 2019 setting forth the new valuation that has been placed upon the property identified in the notice.

The notice shall be prepared in duplicate and conformity with the Connecticut General Statutes. The duplicate copies will be arranged alphabetically by street order or parcel identification number and shall be left with the Assessor.

Further, information specifying the dates, times and place of the informal public hearings, with an explanation of the purpose of a revaluation and how assessments were determined will be enclosed. Such notices and information shall be approved approval by the Assessor in advance of the notices being delivered.
6.6 Certification

The CONTRACTOR must hold, from the start of this Agreement, through the completion for all the work hereinafter required, a valid Connecticut Revaluation Company Certification, pursuant to Section 12-2c of the Connecticut General Statutes.

6.7 On-site Inspections

The CONTRACTOR shall perform on-site data collection of all Commercial/Industrial/Exempt improved and 1,800 residential improved properties from the list of required inspections made from the data mailers. Should the Assessor require more or less inspections, the contract amount shall be adjusted at a rate of $25 per parcel.

6.8 Data Mailers

The CONTRACTOR shall send a data mailer to each improved residential property. Such mailer shall include a cover letter and the data mailer, which shall be approved by the Assessor prior to being sent.

6.9 Field Review

The CONTRACTOR shall conduct a field review of all properties, at which time they shall verify the existing property characteristics and verify existing property characteristics and apply the appropriate valuation methodology to each property.

6.10 Imaging Services

The CONTRACTOR shall provide a new current image for each parcel, excluding vacant parcels without street frontage. Should the town want additional images, we can provide at a cost of $2 per image. The CONTRACTOR shall capture each image and provide associated data entry services.

6.11 Information to Assessor

The CONTRACTOR shall promptly provide the Assessor any and all information requested pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Review for the October 1, 2019 Grand List, without further cost to the TOWN.

Throughout the Project, the CONTRACTOR shall satisfy all requests made by the TOWN 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.

Written periodic progress reports are required throughout the duration of the Project, commencing thirty (30) days from the date the Agreement is signed.
6.11 Appraisal Schedules

The CONTRACTOR shall supply and leave for the TOWN, not less than four (4) copies of all Project appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions, which were employed in the Project to process value estimates as required in the section of this Agreement entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the Assessor upon approval of the schedules by the Assessor. These schedules shall be in the form of a bound manual and shall be the same schedules used in the CAMA system.

6.12 Types of Cost Schedules

Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and schedules for other building improvements usually found on residential property including but not limited to in ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs. Some items will require multiple cost schedules i.e. basement, walk out basement, partial walk out basement or pressure treated wood deck, composite wood deck, hardwood deck.

Commercial

Regardless of if the Income Approach is utilized, 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.

Industrial and Special Structures

Regardless of if the Income Approach is utilized, cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including but not limited to: barns, sheds, and coops. Because farm buildings vary greatly in quality and condition, all of these items will require multiple cost schedules based on quality and construction, story height, number of floors, floor/wall construction, of barns, sheds, farm garages, etc.
Depreciation Schedules

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

Mail

For any mail required to send in conjunction with this Agreement or CONTRACT SPECIFICATIONS, it is the responsibility of the TOWN to investigate all returned mail for updated name or address.

7. INFORMAL PUBLIC CONFERENCES

7.1 At a time mutually agreeable to the Assessor and CONTRACTOR and following completion of all review work by the Assessor and the CONTRACTOR, the CONTRACTOR shall hold informal conference hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of the CONTRACTOR’S staff, the valuations of their property. The CONTRACTOR’S personnel shall explain the manner and methods of arriving at value. Informal public conferences, at the Assessor’s discretion, may be held on week nights, Saturdays, and via electronic means.

7.2 The CONTRACTOR, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said conferences expeditiously and fairly. All information offered by the taxpayer or their legal representative shall be given due consideration, and an adjustment shall be made where warranted. The public conferences shall be completed by December 22, 2019.

7.3 The CONTRACTOR shall keep a record, on a form approved by the Assessor, of all owners that requested a conference and the result of that conference. A copy of those records shall be given to the Assessor.

7.4 The CONTRACTOR shall require each person, or his or her legal representative, who appears at a conference to sign a form indicating whether or not the CONTRACTOR shall inspect the property being questioned; such decision to inspect to be at the reasonable discretion of the CONTRACTOR. Any such inspection shall be made as soon as possible. This form shall be approved by the Assessor and provided by the CONTRACTOR. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings.

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

8. **APPEALS**

8.1 **Board of Assessment Appeals**

The CONTRACTOR shall have a qualified member or members of its staff, approved in advance by the Assessor, available for attendance at any deliberations relative to value decisions of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded. Such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2019 Grand List.

Prior to the commencement of the Board’s hearings, the CONTRACTOR and the Assessor will conduct an educational session for the Board including information on how the revaluation was conducted, data available supporting the valuation tables, and guidance on Connecticut statutes, guidelines, and relevant case law.

8.2 **Litigation**

In the event of appeal to the Courts, the CONTRACTOR shall, upon request of the TOWN, furnish a competent and Connecticut Court qualified witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2019 Grand List assessments at a per diem rate of $900 or $450 per half day. The CONTRACTOR shall provide supporting data, including written appraisal, if deemed necessary by the Assessor for any said court appeals. The CONTRACTOR shall also comply with any request by the TOWN to answer any interrogatories, provide witness for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties, other than the CONTRACTOR.

9. **PROJECT TEAM**

The CONTRACTOR’S Project team will be led by June Perry, Project Manager. Mike Tarelo will oversee the commercial valuation and modeling performed by Bob McCarthy. In the event that the named personnel leave the CONTRACTOR’S employment, or are unavailable due to provisions of FMLA and/or military duty, the CONTRACTOR will replace them with comparable qualified personnel, subject to the Assessor’s prior written approval. During the term of this Agreement and for six months following the Project completion, the TOWN will not solicit for employment or hire any of the CONTRACTOR’S employees, without the express written consent of the CONTRACTOR.

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall submit to the TOWN, in advance written qualifications of all personnel assigned to this Project.
All personnel assigned to this Project shall be subject to the approval of the Assessor, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from the Project by the CONTRACTOR upon notification of the Assessor.

All personnel assigned to this Project shall be certified by the State of Connecticut at the appropriate level at which they will be working on this Project. At the commencement of the Project, the CONTRACTOR shall submit to the Assessor a written list of all personnel assigned to this Project with their duties, starting date and qualifications, and shall maintain this list throughout the Project.

Additionally, the CONTRACTOR shall provide the Assessor with a copy of the Connecticut Certificate of each person required to be certified in accordance with the Connecticut General Statutes and who shall be assigned to this Project. The Certificates shall be provided prior to any actual work on this Project by those personnel.

Minimum Qualifications:

a. Project Manager or supervisor: Administration of this Project shall be assigned by the CONTRACTOR to a Project Manager or Supervisor. He/she shall be certified by the State of Connecticut pursuant to Section 12-2b (C.G.S.) as a revaluation supervisor and have not less than seven (7) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties.

The Project Manager shall be responsible for all work performed by the CONTRACTOR. The Project manager shall serve as an advisor in assisting the Assessor in determining all land, building and improvement values for this Project.

The Project Manager or Supervisor shall be subject to the prior written approval of the Assessor.

b. Reviewers and Appraisers: Reviewers and Appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2b (C.G.S.) and shall not have less than five (5) years of practical appraisal experience in the appraisal of the particular type properties for which they are responsible.

c. Measurers and Listers: The CONTRACTOR must exercise extreme vigilance over the instruction and supervision of the Measurers and Listers, emphasizing the absolute necessity for the Measurers and Listers to help establish a good relationship with the property owners. Supervisory personnel will oversee the Measurers and Listers on no more than a one to five ratio through the data collection phase of the Project. The supervisor(s) and Measurers and Listers shall work closely with the Assessor to assure accuracy and reliability in data collection.

The CONTRACTOR shall give all Measurers and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.
d. Prior to being forwarded to the CONTRACTOR'S data entry personnel, all data collection field sheets/cards must be hand delivered to the Assessor for internal review, quality control and verification of work performed/work billed. At the request of the Assessor, the CONTRACTOR shall promptly correct any and all field cards determined by the Assessor to be incomplete or inaccurate.

e. Employment, Release or Transfer:

Whenever new personnel are assigned to this Project in any capacity, the Assessor shall be notified in advance and in writing of the individuals name, qualifications, starting date, and assigned duties. All personnel assigned to this Project shall be subject to the approval of the Assessor.

f. Identification

All field personnel shall carry suitable ID cards, which shall include an up to date photograph, supplied by the CONTRACTOR. Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained. All automobiles used by field personnel shall be first registered with the Bloomfield Police Department and the Assessor giving license number, make, model, year and color of the vehicle. The Assessor will be given a copy of each employee driver’s license and the Assessor shall have authorization to perform a background check of each and every employee prior to work in the Town of Bloomfield.

10. COMPENSATION/FEESCHEDULE

10.1 Lump Sum

The lump sum fee for all services to be performed pursuant to this Agreement shall be $201,000. Payments shall be rendered in accordance with the terms of this Agreement. No advance payments will be made to the CONTRACTOR.

10.2 Compensation and Stages of Completion

Payments shall be made in the following manner:

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

b. The Town, upon determination by the Assessor that the certification of the Contractor concerning work during said period is accurate, will pay to the Contractor a percentage of the total compensation due under the contract equal to the percentage of work as having been completed during said period, less ten percent (10%), which shall be retained by the Town for payment to the Contractor at such time that it has performed fully and satisfactorily all its obligations and requirements under the contract. The
retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2019 Grand List in accordance with the provisions of this contract.

c. The provision for a reduction of the performance bond to 10% of the contract price is to ensure the performance of CONTRACTOR with the defense of any appeals resulting from the revaluation work.

d. Payments to the Contractor will be made conditioned upon the completion of all assignments in accordance with the terms and conditions of this Agreement. In the event that Town reasonably determines the Contractor to be in nonconformance with the terms of this Agreement, or if in the Town's judgment the Contractor's provision of services is not satisfactory, the Town may take corrective action, including but not limited to the following:

1) Delay of payment, and or
2) Adjustment of payment, and/or
3) Suspension or termination of this Agreement

e. Stages of Completion

The cost associated with Revaluation Services shall be billed to correspond to the table below:

<table>
<thead>
<tr>
<th>Accounting Code</th>
<th>Description</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Project Supervision</td>
<td>$13,640</td>
</tr>
<tr>
<td>200</td>
<td>Residential Valuation</td>
<td>$8,184</td>
</tr>
<tr>
<td>201</td>
<td>Residential Measure &amp; List</td>
<td>$33,528</td>
</tr>
<tr>
<td>202</td>
<td>Residential Field Review</td>
<td>$17,811</td>
</tr>
<tr>
<td>203</td>
<td>Crew Chief</td>
<td>$3,223</td>
</tr>
<tr>
<td>205</td>
<td>Mailers</td>
<td>$5,479</td>
</tr>
<tr>
<td>300</td>
<td>Commercial Valuation</td>
<td>$12,276</td>
</tr>
<tr>
<td>301</td>
<td>Commercial Measure &amp; List</td>
<td>$12,104</td>
</tr>
<tr>
<td>302</td>
<td>Commercial Field Review</td>
<td>$6,138</td>
</tr>
<tr>
<td>400</td>
<td>Digital Imaging</td>
<td>$12,294</td>
</tr>
<tr>
<td>401</td>
<td>Digital Image Capture</td>
<td>$5,867</td>
</tr>
<tr>
<td>600</td>
<td>Residential Hearings</td>
<td>$8,567</td>
</tr>
<tr>
<td>601</td>
<td>Commercial Hearings</td>
<td>$1,364</td>
</tr>
<tr>
<td>700</td>
<td>Training</td>
<td>$279</td>
</tr>
<tr>
<td>800</td>
<td>Data Entry</td>
<td>$15,312</td>
</tr>
<tr>
<td>802</td>
<td>Data Entry Printing</td>
<td>$4,224</td>
</tr>
<tr>
<td>900</td>
<td>Project Finalization &amp; Support</td>
<td>$4,866</td>
</tr>
<tr>
<td>1100</td>
<td>Letters/Mailings</td>
<td>$17,087</td>
</tr>
<tr>
<td>9901</td>
<td>Associated Project Expenses</td>
<td>$12,903</td>
</tr>
<tr>
<td>9902</td>
<td>Bonding</td>
<td>$5,854</td>
</tr>
</tbody>
</table>
11. MANAGEMENT

This contract will be managed for TOWN by Todd Helems, its Assessor.

The CONTRACTOR’s contact person shall be June Perry, Project Manager, who will be responsible for directing and coordinating the activities of the firm’s personnel in all aspects of Project(s) assigned.

12. PERFORMANCE STANDARDS

12.1 The revaluation of October 1, 2019 shall be performed in accordance with the schedule, as prescribed in accordance with Connecticut State Statues. Should legislative changes be made, the TOWN and CONTRACTOR will conform to the State Statutes in effect upon passage of the legislation.

12.2 It is understood and agreed that the reappraisal of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (CGS § 12-621-1 to 12-621-7), shall conform to the procedure and technical requirements of the Assessor; and at least monthly, the CONTRACTOR shall meet with the Assessor to discuss the progress and various other details of the Project.

12.3 Regular periodic delivery of appraisals, tables, analysis and other information required by this Agreement, as completed and in accordance to the schedule contained herein, shall be delivered to the Assessor for his review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2019. All completed and/or corrected records shall be turned over to the Assessor no later than October 14, 2019. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2019.

13. RESPONSIBILITIES OF THE TOWN

13.1 It is clearly understood and agreed that the services rendered by the CONTRACTOR are in the nature of assistance to the Assessor and all decisions to proper valuation shall rest with the Assessor.

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

13.3 The TOWN shall furnish one (1) set of the most up-to-date Town Tax Maps that are currently available showing streets, property lines and boundaries and parcel identification numbers.

13.4 The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.
13.5 The TOWN will provide current Town zoning regulations and zoning maps.

13.6 The TOWN will provide the CONTRACTOR with onsite and offsite access to the current CAMA system, workstations, printer and supporting hardware throughout the Project. The TOWN shall continue any current annual software support agreement for any upgrades, web hosting, etc. through its current software vendor.

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

13.8 The TOWN shall make available copies of all building permits issued during the course of the revaluation Project up to October 1, 2019.

13.9 The Assessor, or the Assessor's designee shall sign the communications to be mailed, at the Contractor's expense, for the purpose of contacting a property owner for callback inspections of the property. The CONTRACTOR shall prepare the callback communication and shall ensure the accuracy of the information contained in said communication prior to providing it to the Assessor for signature.

13.10 The TOWN shall make available the current mailing address and other relative data that exists on the administrative program for all property owners.

13.11 The TOWN will provide sufficient office space to carry out the terms of this contract.

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

13.13 The TOWN will provide handicap accessible meeting space for the informal taxpayer hearings.

13.14 For any mail required to send in conjunction with this Agreement, it is the responsibility of the TOWN to investigate all returned mail for updated name or address.

14. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR agrees to abide Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising,
layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The CONTRACTOR shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The CONTRACTOR shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

RELATIONSHIP BETWEEN PARTIES

The CONTRACTOR is an independent contractor and not an officer, employee or agent of the TOWN. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, the CONTRACTOR and any and all subcontractors shall not be entitled to any employment benefits of TOWN such as, but not limited to: vacation, sick leave, tax payments, insurance, worker’s compensation, and pension and retirement benefits.

All personnel matters affecting Project team members will be the responsibility of the CONTRACTOR and TOWN shall be notified in writing of any changes to said team.

INSURANCE AND BONDS

The CONTRACTOR shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Town of Bloomfield CT and the Bloomfield Board of Education as Additional Insureds will be grounds for termination of the contract. In addition:

(a) The insurance requirements shall apply to all subcontractors and/or Contractors.
(b) All policy forms shall be on the occurrence form. Exceptions must be authorized in advance by the TOWN unless the coverage is for Professional Liability where the common form is claims made.
(c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
(d) All renewal certificates shall be furnished at least 10 days prior to policy expiration.
(e) Each policy of insurance shall include a waiver of subrogation in favor of the Town and the Board of Education and certificate shall contain a 30 day notice of cancellation.
(f) Insurance and Performance Surety Bonds shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an “A-”VIII policy holders rating according to Best Publications latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th></th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td>Description</td>
<td>Coverage</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Op. Agg.</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Auto Liability (including non owned and hired vehicles)</td>
<td>Combined Single Limit Each Accident</td>
</tr>
<tr>
<td>Workers’ Comp. And Employer’s Liability</td>
<td>Workers’ Comp</td>
</tr>
<tr>
<td></td>
<td>Each Accident</td>
</tr>
<tr>
<td></td>
<td>Disease Each Employee</td>
</tr>
<tr>
<td></td>
<td>Disease Policy Limit</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>Aggregate</td>
</tr>
</tbody>
</table>

"The Town of Bloomfield and Bloomfield Board of Education" must be named as "Additional Insured" for General, Auto and Professional Liability coverages. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from date of contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this contract, furnish to the TOWN a Performance Surety Bond in the amount of the contract. Said bond shall be delivered to the TOWN prior to Project commencement and shall be in a form satisfactory to and approved by the TOWN. It is understood and agreed that upon completion and delivery to the TOWN of the revaluation and its approval by the Assessor and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2019.

**17. HOLD HARMLESS AND INDEMNIFICATION**

In addition to its obligation to provide insurance as specified above, the CONTRACTOR, its subcontractors, agents and assigns shall indemnify and hold harmless the Town, including but not limited to, its elected officials, agents, and its officers, ("the TOWN") from any and all claims made against the TOWN, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the CONTRACTOR during the CONTRACTOR's performance of this
Agreement or any other Agreements of the CONTRACTOR entered into by reason thereof. TOWN agrees to give the CONTRACTOR prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

18. **FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cost or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of the Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effect on this Agreement, and to resume performance as completely as is reasonable possible once the Force Majeure is overcome or ameliorated.

19. **CONFLICT OF INTEREST**

TOWN and the CONTRACTOR hereby covenant and agree that no member of the governing body of TOWN, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual’s tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program assisted under this Agreement. The CONTRACTOR shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR, other than in a clerical capacity, without the TOWN’S prior written approval.
20. **EVENTS OF DEFAULT AND REMEDIES**

20.1 **Events of Default**

Any of the following occurrences of acts shall constitute an Event of Default under this Agreement:

20.1.1 If default shall be made by the CONTRACTOR, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the CONTRACTOR set forth in this Agreement; or

20.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the CONTRACTOR's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal; or

20.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the CONTRACTOR bankrupt or insolvent or approving a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONTRACTOR under the federal bankruptcy laws, or any other similar applicable federal or state law; or

20.1.4 If any competent authority shall have determined that the CONTRACTOR is in default of any federal, state or local tax obligation.

20.1.5 **Loss of necessary licenses required by State law or this Agreement.**

20.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, TOWN may elect to pursue any one or more of the following remedies, in any combination or sequence:

20.2.1 Take such action as it deems necessary; and/or
20.2.2 Suspend the provision of services; and/or
20.2.3 Require the CONTRACTOR to correct or cure such default to the satisfaction of the TOWN; and/or
20.2.4 Terminate this Agreement for cause in accordance with Section 21 hereof.

The selection of any remedy shall not prevent or stop TOWN from pursuing any other remedy and shall not constitute a waiver by TOWN of any other right or remedy.

21. **TERMINATION OF AGREEMENT**

21.1 **Termination**

"Termination", for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: the CONTRACTOR's obligation to perform the services described herein, and TOWN
obligation, as described in Section 13 of this Agreement, to compensate the CONTRACTOR for such services performed.

21.2 **Termination for Cause**

Upon the occurrence of any Event of Default, as set forth in Section 21 hereof, TOWN may terminate this Agreement by giving thirty (30) days written notice thereof to the CONTRACTOR.

21.3 **Termination at Will**

TOWN may terminate this Agreement at any time by giving thirty (30) days written notice thereof to the CONTRACTOR.

21.4 **Payment upon Termination**

In the event this Agreement is terminated by TOWN as herein provided, any funds held by the TOWN under the Agreement shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor, supervising the transition and completing the Revaluation Services Project. Termination of the Agreement and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

22. **AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The CONTRACTOR’s duly authorized representatives shall be Kevin Bullock, and TOWN’s duly authorized representative shall be the Town's Town Manager.

TOWN and the CONTRACTOR may require changes in the Scope of Services to be performed hereunder. Such changes, including any additional compensation that may be due the CONTRACTOR as a result of additional services, which are mutually agreed upon by and between TOWN and the CONTRACTOR shall be incorporated in written amendments to this Agreement.

Changes in any regulations or requirements pertaining to the provision of CONTRACTOR services adopted by the State of Connecticut shall be effective upon adoption by the State. Should such changes materially impact the scope of services of this Agreement, the TOWN and CONTRACTOR agree to negotiate the impact of the changes, which shall be incorporated in written amendments to this Agreement.

23. **SUBCONTRACTORS**

No portions of this work may be subcontracted, unless:

TOWN shall give prior approval to such subcontract in writing, such approval to be in the sole discretion of the Town; and
Any document incorporated into any such subcontract shall be approved as to form and legality by TOWN legal counsel; and

All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract and the subcontractor shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof, and shall have made the representation as to its expertise in the same form as the CONTRACTOR; and

TOWN shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

24. **DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS**

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the TOWN.

25. **REPORTS, INFORMATION AND MAINTENANCE OF RECORDS**

The CONTRACTOR shall furnish TOWN with such information and reports concerning the progress and management of this Agreement as may be required from time to time. The form of said reports shall be determined by TOWN and consistent with TOWN requirements.

The CONTRACTOR agrees that the original or a copy of all records and computations, including CAMA systems and databases, made by the Contractor in connection with any appraisal of property in the Town shall, at all times, be the sole property of the Town and, upon completion of the Project or termination of this Agreement by the Town, shall be left in good order in the custody of the Assessor. Such records and computations shall include, but not be limited to:

- Assessor's GIS maps
- Land value maps
- Materials and wages, cost investigations and schedules
- Data collection forms, listing cards, property record
- Capitalization rate data
- Sales data
- Depreciation tables
- Computations of land and/or building values
- All letters of memoranda to individuals or groups explaining methods used for appraisals
- Operating statement of income properties
- Duplicated notice of valuation changes
- Data base of all property records, CAMA system, and integration with administrative and GIS systems

The information and/or appraisals and records shall not be made public until after the informal public conferences, except to the extent public access may be compulsory under provisions of applicable law.
The services and recommendations that the CONTRACTOR provides the TOWN are intended for TOWN'S exclusive use as a recommendation for a value for determinations of an assessment for ad valorem tax purposes. The CONTRACTOR and TOWN agree that any other use is not authorized nor intended and most specifically excludes an opinion of value used for federally related real estate transactions or other mortgage lending purposes.

26. **AUDITS**

At any time during normal business hours, and as often as may be deemed necessary, the CONTRACTOR shall make available to the TOWN, for examination, at its Town Hall, all records with respect to all matters covered by this Agreement.

27. **COPYRIGHT**

No reports or other documents produced in whole or in part under this Agreement shall be subject to an application for copyright by or on behalf of the CONTRACTOR.

28. **ASSIGNABILITY**

The CONTRACTOR shall not assign or transfer any interest in this Agreement without prior written consent of the TOWN.

29. **FINDINGS CONFIDENTIAL**

All of the information, reports, and documents prepared or assembled by the CONTRACTOR, under this Agreement, are the sole property of the TOWN. The CONTRACTOR agrees that said documents shall not be made available to any individual or organization, other than authorized Federal and State officials, without prior written approval of the TOWN.

30. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

31. **CUMULATIVE REMEDIES**

All rights exercisable by and remedies of TOWN hereunder shall be cumulative and the exercise or beginning of the exercise by TOWN of any of its rights or remedies hereunder shall not preclude TOWN from exercising any other right or remedy granted hereunder or permitted by law.

32. **NOTICES**

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Project, shall be deemed properly given if hand delivered or sent by
overnight express, or United States registered or certified mail, postage prepaid, at the following address, and to the following persons:

**As to the TOWN:**

Philip K. Schenck, Jr., Town Manager  
Town of Bloomfield  
800 Bloomfield Ave.  
Bloomfield, CT 06002

**As to the CONTRACTOR:**

Kevin Bullock  
Vision Government Solutions Inc.  
1 Cabot Road  
Suite 100  
Hudson MA 01749

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

33. **SUCCESSORS**

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

34. **NON-WAIVER**

Any failure by TOWN or CONTRACTOR to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

35. **CONDITIONS**

The CONTRACTOR agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Town, including but not limited to the following:

35.1 Civil Rights Act of 1964, as amended  
35.2 Civil Rights Act of 1991, as amended  
35.3 Executive Orders Numbers 3 & 17 of the State of Connecticut  
35.4 Davis Bacon Act  
35.5 Copeland “Anti-Kickback” Act  
35.6 Hatch Act (Title 5 USC Chapter 15)  
35.7 Section 504 of the Rehabilitation Act of 1973  
35.8 Architectural Barriers Act of 1969  
35.9 Fair Labor Standards
36. **AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the CONTRACTOR, or be subjected to discrimination by the CONTRACTOR. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the CONTRACTOR.

Any television public service announcement that is produced or funded in whole or in part under this Contract shall include closed captioning of the verbal content of such announcement. The CONTRACTOR shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The CONTRACTOR shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

37. **TAXPAYER IDENTIFICATION NUMBER**

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the CONTRACTOR to the TOWN, is hereby made a part of this Contract and is incorporated herein by reference. It is understood and agreed that TOWN shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the CONTRACTOR under this agreement. It is further understood and agreed that TOWN shall not be liable for inaccurate information contained on said IRS Form W-9.

38. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

39. **ARBITRATION**

Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its award, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut.
40. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances, policies and procedures of the Town. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

41. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.
IN WITNESS THEREOF, TOWN and CONTRACTOR have executed this Agreement on this 26th day of DECEMBER 2018.

WITNESS

S. R. Horne

TOWN OF BLOOMFIELD

By

Philip K. Schenck, Jr.
It's Town Manager

VISION GOVERNMENT SOLUTIONS INC.

By

Kevin Bullock
It's Director of Appraisal Services
Duly Authorized