

**TOWN OF WATERFORD
CAPITAL IMPROVEMENT PLAN
PROJECT CONSOLIDATION FORM-FY 2022-2026**

	DEPARTMENT/ AGENCY:	ASSESSOR							
DEPT PRIORITY	PROJECT NAME	FUNDING SOURCE	FISCAL YEAR 20212022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024	FISCAL YEAR 2024-2025	FISCAL YEAR 2025-2026	TOTAL	
1	Revaluation	3	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	375,000.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
	TOTALS		75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	375,000.00	

INDEX TO FUNDING SOURCES.

- 1 CURRENT YEAR CAPITAL IMPROVEMENTS
- 3 UTILITY BUDGET/SEWER CAPITAL MAINTENANCE FUND
- 3 TRANSFER TO CAPITAL & NONRECURRING.
- 4 SHORT AND LONG TERM DEBT FINANCING
- 5 LoCIP
- 6 CNR UNDESIGNATED FUND BALANCE
- 7 FEDERAL/STATE GRANTS
- 8 OTHER FUNDING

**TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM**

DEPARTMENT/AGENCY

ASSESSOR

CONTACT PERSON

Paige Walton

PROJECT NAME

Revaluation

DEPARTMENT PRIORITY

1

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

State mandated town-wide revaluation of all real property to include the special use property fee appraisal of Dominion Nuclear Power Plant. Per CGS §12-62 revaluation of real property is required once every five years. The project is undertaken to remain compliant with Connecticut law and to insure uniformity in real property valuations by eliminating inequities that may have developed since the previous revaluation.

2 PROJECT STATUS IF IN PROGRESS

RFP & bid process completed - June 2020. Contract awarded to VGSI, signed October 2020. Full revaluation to commence Spring 2021- with initial phase - data mailers.

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

N/A

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

N/A

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

N/A

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See attached

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2022	FY2023	FY2024	FY2025	FY2026
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR	450,000	75,000	75,000	75,000	75,000	75,000
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	450,000	75,000	75,000	75,000	75,000	75,000

INTERDEPARTMENTAL MEMORANDUM

Date: June 24, 2020
To: Rob Brule, First Selectman
Cc: Rawle Dummett, Purchasing Agent
Kimberly Allen, Finance Director
From: Paige Walton, Assessor
Subject: Proposal Evaluation and Award Recommendation for BID #20-104

Submitted herewith for your review and concurrence is the award recommendation for the above referenced Request for Proposal. All proposals for Joint Reappraisal and Revaluations for the Town of East Lyme and the Town of Waterford that were received in response to Bid #20-104 have been individually evaluated by myself and East Lyme Assessor, Diane Vitagliano.

HISTORY

On May 22, 2020 a Request for Proposal was issued soliciting joint proposals for the towns' upcoming 2021 and 2022 state-mandated property revaluations. The objective of the RFP was to contract with qualified and experienced firms to complete this project.

To meet the statutorily mandated revaluation requirements while taking into consideration cost control, the towns sought proposals for a full revaluation to include data mailers and physical inspections to be conducted for a limited percentage (40%) of parcels per town. As options the town also requested that proposals include the cost for full revaluation services with data mailers and physical inspections of all improved parcels, and a separate option for images to be updated for all parcels.

As anticipated, by conducting a hybrid versus a full inspection revaluation, the cost to the town of Waterford is substantially less with savings ranging from \$109,700 to \$136,000.

Proposals were opened on June 19th, 2020 and the following three (3) proposals were received and reviewed:

- Vision Government Solutions
- Tyler Technologies Inc.
- Municipal Valuation Services, LLC

PROPOSAL EVALUATION PROCESS

Proposals were examined for responsiveness and compliance with all requirements included in the RFP. A point and weight system was then utilized to evaluate each proposal by assigning a score (between 1 and 5) to each of five established categories which was then multiplied by each respective category's weight (listed below).

Categories	Weight
1. <u>Experience</u>	<u>25%</u>
2. <u>Staff/Team Qualifications</u>	<u>25%</u>
3. <u>Approach To Project/Cost</u>	<u>25%</u>
4. <u>Work Schedule</u>	<u>15%</u>
5. <u>Other Considerations</u>	<u>10%</u>
Total	<u>100%</u>

1. **Experience:** *Criteria included a minimum five (5) year certification as a Connecticut Revaluation company; demonstrated consistent, long-term success with past municipal revaluation projects and appraisal experience/familiarity with Connecticut and New London County real estate market.*
2. **Staff/Team Qualifications:** *Criteria included the firm's ability to meet the minimum requirements outlined in the RFP; Qualifications and experience of key personnel assigned to project and the staff's familiarity and experience with the towns' current CAMA software version.*
3. **Approach to Project/Cost:** *Criteria included the firm's demonstrated understanding of the project; the towns' specific needs as outlined in the RFP and overall cost.*
4. **Work Schedule:** *Criteria included the firm's ability to meet the towns' respective schedule requirements; identification of critical & key milestones and the availability of the firm's proposed staff to work on the project.*
5. **Other Considerations:** *Criteria included the firm's compliance with the RFP in providing all required information; overall quality and completeness of the firm's proposal and presentation; availability to the public, town officials etc. and the existence of an established public information program.*

In addition to scoring each proposal by the above point and weight system each Assessor evaluated the overall proposals and associated options on a cost per parcel basis. A separate comparison spreadsheet containing each firm's cost per parcel by option and Assessor's accompanying notes is attached along with each town's completed rating forms.

SUBMITTED PROPOSALS

Listed below is a synopsis of each responsive proposal submitted.

Vision Government Solutions

The highest rated response; excelling in the following areas:

- Experience – familiarity with Connecticut shoreline towns, long list of satisfied Connecticut municipal clients
- Excellent staff & team qualifications – key personnel assigned to project are highly qualified; both towns utilize Vision CAMA 8 software
- Excellent overall proposed work schedule
- Highest rating for proposal presentation and public information program
- 2nd highest cost per parcel – (for limited inspections plus images proposal)

Tyler Technologies Inc.

The second highest rated response (Waterford) – third rated (East Lyme):

- Experience – long list of Connecticut municipal clients
- Excellent overall proposed work schedule
- Good overall approach to project – (with exception of specifics regarding inspection criteria and quality control not provided)
- Questionable staff experience – Proposed project managers lack waterfront and commercial experience
- Poor rating for other considerations – Subject of ongoing lawsuits brought by former clients; CAMA licensing software concerns which may affect utilization of proprietary software. Survey of recent clients revealed dissatisfaction with firm's performance. Major errors discovered in firm's commercial property valuation approach & results.
- Highest cost per parcel - (for limited inspections plus images proposal)

Municipal Valuation Services LLC

The third rated response (Waterford) – second rated (East Lyme):

- Marginal Experience – short client list; very small company with limited staff- past revaluation projects included limited scope (hybrid/data mailer only). Concentration in fee appraisal as opposed to mass appraisal.
- Good/Marginal approach to project – Did not address required inspection criteria as outlined in RFP – focus on data mailer inspections only based on firm's criteria rather than towns'. No specific approach provided to meet towns' requirements.
- Poor rating for other considerations – Limited exposure to V8 CAMA software, CAMA licensing software concerns which may affect utilization of proprietary software.
- Lowest cost per parcel - (for limited inspections plus images proposal)

RECOMMENDATION

After a thorough individual and collaborative evaluation process conducted by both Assessors we recommend an award be made to Vision Government Solutions. While other respondents offered good overall proposals, Vision Government Solutions can provide the required services at a competitive cost. Based on their proposal and experience, Vision Government Solutions offers the best value in support of each town's revaluation needs.

For the Town of Waterford I recommend Vision's full revaluation proposal with limited inspections for an overall cost of **\$259,300**. The **\$109,700** savings realized by limiting the number of physical inspections allows for the town to retain the services of a specialized appraisal firm to assist in the valuation of the Dominion Millstone Nuclear Power Station.

Attachments:

1. Individual Town Evaluation/Rating Sheets
2. Summary Cost Per Parcel

**TOWN OF WATERFORD
PROFESSIONAL SERVICES PROPOSAL RATING FORM**

PROPOSAL NAME: Revaluation Services **RPGL #** #20-104

INSTRUCTIONS: Please rate each proposal in accordance with the five factors listed across the top of the form. Rate each factor on a range of 1-5, with 5 being the highest score. Use whole numbers only. Please be certain to place a total score for each consultant in the right hand column. All responses should be written in ink or typed.

CONSULTANT	EXPERIENCE	STAFF / TEAM QUALIFICATIONS	APPROACH TO PROJECT & COST	WORK SCHEDULE FOR PROJECT	OTHER CONSIDERATIONS	TOTAL (MAX PTS. 100)
Vision Government Solutions, Inc.	5 (25)	5 (25)	4 (20)	5 (15)	4 (8)	23 (93)
Municipal Valuation Services, LLC	4 (20)	4 (20)	4 (20)	4 (12)	3 (6)	19 (78)
Tyler Technologies Inc.	5 (25)	3 (15)	4 (20)	5 (15)	3 (6)	20 (81)

RATED BY: Paige S. Walton **DATE:** 06/23/2020

**TOWN OF WATERFORD
PROFESSIONAL SERVICES PROPOSAL RATING FORM
DEFINITIONS**

CRITERIA	CRITERIA DEFINITION	WEIGHT
EXPERIENCE	• Minimum five year certification as a Connecticut revaluation company • Firm demonstrated consistent, long term success in performing other Connecticut municipal revaluation projects • Experience appraising property and familiarity with real estate in the Connecticut, New London County market.	MAX PTS. =25
STAFF / TEAM QUALIFICATIONS	• Firm's ability to meet minimum requirements as outlined in the RFP. • Qualifications and experience of the key personnel assigned to the project • Staff's demonstrated familiarity, experience and success in utilizing the CAMA software to be utilized in the completion of this project	MAX PTS. =25
APPROACH TO PROJECT & COST	• Firm's understanding of the project requirements. • Demonstration of an understanding of the customer's specific needs and objectives as outlined in the RFP. • Cost	MAX PTS. =25
WORK SCHEDULE FOR PROJECT	• Firm's ability to meet the customer's schedule requirements. • Firm's identification of critical & key milestones (as appropriate). • The availability of the firm's proposed staff to work on the project.	MAX PTS. =15
OTHER CONSIDERATIONS	• Firm's compliance with the proposal request in providing all required information. • Overall quality of the firm's proposal and presentation format. • Public information program	MAX PTS. =10

Revaluation Services

2021 REVAL

Please rate each proposal in accordance with the five factors listed across the top of the form. Rate each factor on a range of 1-5, with 5 being the highest score. Use whole numbers only. Please be certain to place a total score for each consultant in the right hand column. All responses should be written in ink or typed.

[illegible]

Diane Vitagliano

6/23/20

**TOWN OF EAST LYME
PROFESSIONAL SERVICES PROPOSAL RATING FORM
DEFINITIONS**

CRITERIA	CRITERIA DEFINITION	WEIGHT
EXPERIENCE	• Minimum five year certification as a Connecticut revaluation company • Firm demonstrated consistent, long term success in performing other Connecticut municipal revaluation projects • Experience appraising property and familiarity with real estate in the Connecticut, New London County market.	MAX PTS. =25
STAFF / TEAM QUALIFICATIONS	• Firm's ability to meet minimum requirements as outlined in the RFP. • Qualifications and experience of the key personnel assigned to the project • Staff's demonstrated familiarity, experience and success in utilizing the CAMA software to be utilized in the completion of this project	MAX PTS. =25
APPROACH TO PROJECT	• Firm's understanding of the project requirements. • Demonstration of an understanding of the customer's specific needs and objectives as outlined in the RFP. • Cost	MAX PTS. =25
WORK SCHEDULE FOR PROJECT	• Firm's ability to meet the customer's schedule requirements. • Firm's identification of critical & key milestones (as appropriate). • The availability of the firm's proposed staff to work on the project.	MAX PTS. =15
OTHER CONSIDERATIONS	• Firm's compliance with the proposal request in providing all required information. • Overall quality of the firm's proposal and presentation format. • Public information program	MAX PTS. =10

Reval Company	Total Price Prtl inspections	Waterford		Total Price Full inspect	Price per parcel	Pictures Ttl price	Price per parcel	Ttl Parcels 9572
		price per parcel						
Vision Government Solutions	\$ 259,300	\$ 27.09	\$ 369,000	\$ 38.55	\$ 19,400	\$ 2.03		
		\$/pp ltd insp+ pictures \$29.12		\$/pp full insp + pictures \$40.58				
Very experienced Staff Steve, Mimi- project managers; R. Tremblay, Gary - Comm K. Nadeau, S. Borque - Resi. *I have worked closely with Vision Staff members on reval projects in both New London & Voluntown with success								
Well established Public Relations Program - willing to meet with property owners, town officials et.c								
Project Time Frame & inspection approach coincides with RFP requirements. Already utilize Vision's CAMA software								
Tyler Technologies Inc.	\$ 254,700	\$ 26.61	\$ -	\$ -	\$ 38,288	\$ 4.00		
Cost for full inspection option not provided		\$/pp ltd insp + pictures 30.61		\$/pp full inspe + pictures 0				
Current civil suits alleging breach of contract, remaining unmet deliverables, etc.								
Proposed project manager lacks experience, secondary pm lacks commercial experience Very little waterfront experience. Potential issue utilizing proprietary CAMA software States that reval work will be completed utilizing town's software license - no cost to Tyler								
Specific information not provided regarding data entry, review, inspection criteria and percentages as outlined in rfp. No mention of required on site quality control								
Recent client sites major errors in commercial property valuation. Subsequent revaluation client chose to revert to Vision								
Municipal Valuation Services LLC	\$ 231,000	\$ 24.13	\$ 367,000	\$ 38.34	\$ 23,930	\$ 2.50		
Limited client list including hybrids/data mailers only etc. Did not address inspection criteria as outlined in RFP small staff - limited exposure to and experience with V8		\$/pp ltd insp + pictures \$26.63		\$/pp full insp + pictures \$40.84				

		EAST LYME								
Reval Company	Total Price Prtl inspections	price per parcel	Total Price Full inspect	Price per parcel	Pictures Ttl price	Price per parcel	Ttl Parcels 9376			
Vision Government Solutions	\$253,700	\$27.06	\$358,000	\$38.18	\$18,700	\$1.99				
Staff is very familiar with this area as they have done the revals here for many years I have worked with Steve, Bob, Gary and Mimi before with success		\$/pp ltd insp + pictures \$29.05		\$/pp full insp + pictures \$40.18						
strong public relations program										
Tyler Technologies Inc.	\$ 255,100	\$ 27.21	\$ -	\$ -	\$ 37,504	\$ 4.00				
Senior project manager limited experience as senior mgr Salim 2nd proj mgr limited comm edu team has little waterfront and local exp		\$/pp ltd insp + pictures \$31.21		\$/pp full insp + pictures 0						
prev client switch back to vision after large mistakes on marina's										
does not include number of inspect.s										
licensing concerns, use our license w no cost to tyler current law suits										
Municipal Valuation Services LLC	\$ 228,000	\$ 24.32	\$ 350,000	\$ 37.33	\$ 23,440	\$ 2.50				
small company no criteria for number of inspections appears to be mainly just data mailer w/ inspections only if large change not tailored to our criteria limited staff limited exp w V8 question licensing for V8		\$/pp ltd insp + pictures \$26.82		\$/pp full insp + pictures \$39.83						

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

TO: Robert Brule, First Selectman
FROM: Kim Allen, Director of Finance
RE: Appropriation Request
DATE: June 25, 2020

The Revaluation for the Assessor's department is an approved Town of Waterford capital project.

The project has gone through the full RFP/Bid process and a contract will be awarded after the funds are appropriated.

The finance department respectfully requests an appropriation in amount of **\$259,300** from Capital and Non-recurring designated line # **20501-57639** (Revaluation).

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

August 24, 2020

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Mr. Patrick Donovan
VISION Government Solutions, Inc.
1 Cabot Rd, Hudson MA,
01749

Re: Bid Award Bid#20-104 Waterford East Lyme Revaluation

Dear Mr. Donovan,

This letter is to notify you that at the August 4, 2020 meeting of the Board of Selectmen, the Board awarded your company the contract for the above-mentioned bid for \$259,300.00. This was in accordance with your response dated June 19, 2020.

The Town will issue a purchase order to your company as soon as I receive and review the following items:

- Certificate of Insurance as required by bid specifications **naming the Town as additional named insured**. The certificate holder shall read: Town of Waterford, 15 Rope Ferry Road, Waterford CT 06385
- Completed Contract
- W-9
- One hundred percent Performance Bond to be incrementally reduced.

Sincerely,

Rawle Dummett
Purchasing Agent,
Town of Waterford



Purchase Order

Fiscal Year 2021

Page: 1 of: 1

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TOWN OF WATERFORD
ATTN: TAX ASSESSOR
15 ROPE FERRY
WATERFORD, CT 06385

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **210160**

Terms and Conditions under which this order is
issued can be found on the town's website at:
www.waterfordct.org

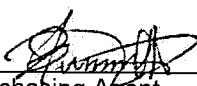
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VISION GOVERNMENT SOLUTIONS, INC
1 CABOT RD., SUITE 100
HUDSON, MA 01749-2792

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TOWN OF WATERFORD
TAX ASSESSOR OFFICE
15 ROPE FERRY RD
WATERFORD, CT 06385

Vendor Phone Number		Requisition Number		Delivery Reference			
		210193					
Date Ordered	Vendor Number		Freight Method/Terms		Department/Location		
08/26/2020	994				TAX ASSESSOR		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	2022 Revaluation			1.0	EACH	\$259,300.00	\$259,300.00
	2022 Revaluation						
	***** GL SUMMARY *****						
	20501 - 57639						\$259,300.00

By: 
Purchasing Agent

DEPARTMENT COPY

Total Ext. Price	\$259,300.00
PO Total	\$259,300.00

**FOR THE COMPLETE REAPPRAISAL AND REVALUATION
OF
ALL TAXABLE AND EXEMPT REAL PROPERTY
LOCATED WITHIN THE CORPORATE LIMITS
OF
THE TOWN OF WATERFORD, CONNECTICUT – OCTOBER 1, 2022**

This agreement (the "CONTRACT"), made and concluded this 16th day of October, 2020 by and between the, TOWN OF WATERFORD which is a municipal corporation located in the County of New London and State of Connecticut, acting by and through its Chief Executive Officer having been so duly authorized, (herein after termed the "TOWN"), and Vision Government Solutions Inc., a Massachusetts Corporation with a principal place of business at 1 Cabot Rd., Hudson Massachusetts, (hereinafter called the "CONTRACTOR" whether corporation, individual partnership or other entity).

WHEREAS, the TOWN, through its ASSESSOR, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN OF WATERFORD, for the Grand List of October 1, 2022 and to engage the CONTRACTOR for this PROJECT, and

WHEREAS, the CONTRACTOR shall assist the ASSESSOR in making such reappraisal and revaluation, and represents that the CONTRACTOR is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes.

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and in accordance with the terms and conditions hereafter set forth, hereby agree as follows:

1. DEFINITIONS

- a. ASSESSOR: The word "ASSESSOR" shall mean the duly appointed Assessors of the TOWN OF WATERFORD.
- b. CONTRACT SPECIFICATIONS or SPECIFICATIONS: The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean all specifications or instructions which have been attached to and made a part of this CONTRACT between the TOWN and the CONTRACTOR and any addenda thereto.
- c. PROJECT: The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the TOWN OF WATERFORD.
- d. "CONTRACT" which shall consist of the following:
 1. This Agreement
 2. CONTRACTOR'S PROPOSAL dated June 19, 2020 and all related documents
 3. JOINT TOWNS General Conditions and Instructions To Bidders

- e. CONTRACTOR: Shall mean Vision Government Solutions Inc. as set forth in the introductory paragraph.
- f. TOWN: The word "TOWN" shall mean the TOWN OF WATERFORD, Connecticut.
- g. CGS: The abbreviation "CGS" shall mean Connecticut General Statutes.
- h. CAMA: The abbreviation "CAMA" shall mean Computer Assisted Mass Appraisal.

2. CONTRACTOR'S REPRESENTATIONS

- a. The CONTRACTOR is a corporation duly organized and existing under the laws of the State of Massachusetts or, if not a corporation, duly licensed to conduct business in the State of Connecticut.
- b. The undersigned representative of the CONTRACTOR has been authorized and empowered to execute this CONTRACT by a Resolution of the CONTRACTOR'S Board of Directors dated 4/29/2020.

- c. The CONTRACTOR is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the CONTRACTOR and its agents and employees are qualified to perform the duties contemplated under the CONTRACT.

Additionally, the CONTRACTOR is experienced in Computer Assisted Mass Appraisal revaluation and the CONTRACTOR and its agents and employees are qualified to perform all those duties related to a computerized revaluation.

- d. The CONTRACTOR holds and will maintain in effect during the term of the CONTRACT, a current valid Connecticut Revaluation Company Certification, pursuant to CGS Section 12-2c.
- e. There are no actions, suits, proceedings or investigations pending or threatened against or affecting the CONTRACTOR, at law or in equity, that have been initiated by any State or political subdivision for which the CONTRACTOR is performing or has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the CONTRACTOR on an exhibit executed by the undersigned and attached to and made a part of the CONTRACTOR'S PROPOSAL and this CONTRACT.
- f. No statement of fact made by or on behalf of the CONTRACTOR in this CONTRACT, in the CONTRACT SPECIFICATIONS, or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.
- g. The CONTRACTOR understands all the terms and conditions of the CONTRACT as defined herein.

3. EMPLOYMENT OF THE CONTRACTOR

The TOWN hereby engages the CONTRACTOR for the purpose of making a revaluation of all real property in the TOWN, and the CONTRACTOR hereby agrees to assist the ASSESSOR in making that complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN and to perform all activities and furnish all the records, materials, forms, supplies and systems required by and in complete accordance with the CONTRACT and all CONTRACT SPECIFICATIONS, a copy of which is attached hereto and made a part hereof;

All such labor, records, materials, forms, supplies and systems shall be in compliance with the requirements of the applicable Connecticut General Statutes and Special Acts, rulings of the Secretary of the Office of Policy and Management, ordinances and agreements of the TOWN, and pertinent court decisions of all applicable courts in effect as of October 1, 2022.

The CONTRACTOR agrees to take all necessary steps to ensure that the complete reappraisal and revaluation of all taxable and non-taxable real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

CONTRACTOR agrees to provide preliminary Performance Testing Standards reports and a final Performance Testing Standards report as requested by the ASSESSORS.

4. GOOD FAITH

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other improvement to avoid or minimize its responsibilities specified herein.

5. COMMENCEMENT AND COMPLETION DATES

- a. The CONTRACTOR agrees to commence the work on or before December 31, 2020.
- b. The CONTRACTOR agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA database on or before January 7, 2023.
- c. The CONTRACTOR agrees to adhere to the time schedule for the revaluation PROJECT as set forth in Schedule A attached hereto, which shall replace and supersede the time schedule contained in the CONTRACTOR'S PROPOSAL. Time shall be of the essence.
- d. The CONTRACTOR shall be subject to liquidated damages as set forth in Item 12.

6. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign or sublet the CONTRACT, or any part therein, or any interest therein without first receiving prior written approval from the TOWN, and bonding company and further agrees that any such assignment or transfer without prior written approval of the TOWN shall in every case be null and void, and further agrees that any such approval, if given, by the TOWN shall not release the CONTRACTOR from any responsibility or liability as set forth in this CONTRACT and CONTRACT SPECIFICATIONS.

Nothing contained in this CONTRACT or CONTRACT SPECIFICATIONS shall be deemed to create any contractual relationship between any subcontractor and the TOWN.

7. SEVERABILITY

In the event that any part of any clause or provision of the CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this CONTRACT.

8. WAIVER

No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the TOWN from future exercise of any such right.

9. CONTRACT PRICE

The TOWN agrees to pay to the CONTRACTOR the total sum of **\$259,300** as compensation for the CONTRACTOR'S services to be performed and the records, materials, forms, supplies and systems to be furnished by the CONTRACT. The sum described in the preceding sentence represents the final and complete price for all services, items and systems furnished by, and expenses incurred by, the CONTRACTOR pursuant to this CONTRACT and to the attached CONTRACT SPECIFICATIONS. The CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the CONTRACT and CONTRACT SPECIFICATIONS, including fiscal year limitations.

10. PERIODIC PAYMENTS

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which 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 on page 12 of the CONTRACTOR'S PROPOSAL.

The TOWN, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate and is in

conformance with the Time Schedule set forth in Schedule A attached hereto, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation 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, 2022 Grand List in accordance with provisions of this CONTRACT.

11. BONDING

To secure the faithful performance by the CONTRACTOR of the terms of this CONTRACT, the CONTRACTOR shall furnish to the TOWN, a 100% Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a A.M. Best Company rating of A+ acceptable to the TOWN.

Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN Attorney.

12. LIQUIDATED DAMAGES

The completion date set forth in Schedule A is mandatory. **Time is of the essence** in regard to the completion of this revaluation project. The TOWN is subject to State-mandated penalties imposed by the Office of Policy and Management if statutory deadlines are not adhered to. Therefore, the CONTRACTOR guarantees that it can and will complete the work not later than the date specified or within the time as extended by the ASSESSOR. In as much as the damage and loss to the TOWN which will result from the failure of the CONTRACTOR to complete the work within the stipulated time will be most difficult or impossible to accurately assess, the damages to the TOWN for such delay and failure on the part of the CONTRACTOR shall be liquidated in the sum of Three Hundred Dollars (\$300.00) each calendar day (Sundays and holidays included) that the CONTRACTOR shall fail to complete the work required to be completed by January 7, 2023, as set forth on Schedule A attached hereto, in accordance with the provisions hereof. Such liquidated damages shall not be considered as a penalty. This liquidated damage provision shall apply only to the work required to be completed by January 7, 2023 and no other completion dates listed on Schedule A. The TOWN shall deduct and retain out of any money due or to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, the CONTRACTOR or its surety shall be liable to pay the difference upon demand by the TOWN.

In the event the surety is required to perform the obligations of the CONTRACTOR pursuant to the performance bond liquidated damages shall continue to accrue in favor of the TOWN until the work contemplated by this CONTRACT is completed.

Delays occasioned by war, strike, explosion (nuclear or other), acts of God, an order of court or other public authorities are excepted.

13. INTERIOR INSPECTIONS

As of the date of this Agreement, the State of Connecticut is currently under a declaration of public health emergency due to COVID-19. Executive Order 7S(9) suspends interior inspections for the 2020 Grand List and replaces same with the alternative requirement to send questionnaires to owners pursuant to CGS 12-64(b)(4).

If the COVID-19 public health emergency is still in effect when interior inspections begin as set forth in the CONTRACTOR'S PROPOSAL, the parties hereto shall comply with any EXECUTIVE ORDERS or other declarations in effect at that time that may restrict or suspend interior inspections.

If the COVID-19 public health emergency is not in effect when interior inspections begin as set forth in the CONTRACTOR'S PROPOSAL, and there are no Executive Orders or other restrictions on interior inspections, the CONTRACTOR shall perform all necessary interior inspections as set forth herein and in the CONTRACTOR'S PROPOSAL.

14. STANDARDS OF SERVICE

The CONTRACTOR, shall, at all time, act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in determining accurate property valuations and shall not undervalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT or CONTRACT SPECIFICATIONS.

15. CONTRACT PROVISIONS

This CONTRACT is entered into and is subject to the Connecticut General Statutes and State Regulations, and to the provisions of the Charters and Ordinances; the Regulations and Policies of the of the Town of WATERFORD.

16. SECTIONS OF CONTRACT

The heading or titles of any section, subsection, paragraph, provision or part of the CONTRACT or CONTRACT SPECIFICATION shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

17. MODIFICATION OF CONTRACT

Except as otherwise expressly provided herein, the CONTRACT may not be modified or terminated except by written agreement signed by both parties.

18. INDEMNIFICATION AND CONDITIONS

a. The CONTRACTOR is an independent contractor and, as such, is not and shall

not be construed to be an agent or employee of WATERFORD. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this CONTRACT, or costs and expenses for, or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this CONTRACT.

- b. Upon execution of this CONTRACT and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications.
- c. Each policy of insurance shall be issued by financially responsible insurers, duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of A+ or one acceptable to the TOWN.
- d. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days-notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.
- e. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR.

19. MISREPRESENTATION OR DEFAULT

The TOWN may void this agreement if the CONTRACTOR commits fraud, forgery or misrepresents in any way project completion, or has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

20. TERMINATION

If the CONTRACTOR fails to perform the CONTRACT in accordance with its terms, or if the TOWN determines that the CONTRACTOR has not complied with the Time Schedule set forth on page 23 of the CONTRACTOR'S PROPOSAL or in such a manner as to ensure compliance with the schedule of completion dates set forth in the CONTRACT SPECIFICATIONS and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the PROJECT or the remaining work thereof, to another contractor.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN., and all CONTRACTOR work product paid to date shall remain with the TOWN.

Any funds held by the TOWN under the CONTRACT shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition.

Termination of the CONTRACT 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.

21. LITIGATION

In the event of appeal to the courts or appeals boards, either pursuant to Section 12-117a or Section 12-119 (CGS)(as amended from time to time), the CONTRACTOR shall furnish a competent appraiser or appraisers, who actually performed appraisal work on this PROJECT or such person or persons acceptable to the ASSESSOR, to defend the valuation of the properties appraised. Any such witness is subject to the approval of the ASSESSOR and the TOWN Attorney.

It is understood that the CONTRACTOR shall furnish said witness or witnesses on any appeal action instituted on the October 1, 2022 WATERFORD Grand List until final adjudication.

The CONTRACTOR shall cooperate with the TOWN at the TOWN's place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in this PROJECT.

The CONTRACTOR shall not be held responsible for any assessments changed from the original revaluation figure by parties other than the CONTRACTOR, unless the figure determined by the CONTRACTOR was unreasonable, insupportable or clearly erroneous in the opinion of the ASSESSOR.

It is further understood that the CONTRACTOR will bill for any services requested by the RESPECTIVE ASSESSOR for court defense and/or preparation at a rate per person of no greater than \$900.00 (nine hundred dollars) per day. A single person day shall be defined as seven (7) hours

22. DISPUTE RESOLUTION

This contract shall be interpreted according to the laws of the State of Connecticut. It is the express Intention of the parties that all disputes arising out of or related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the Superior Court for the Judicial District for New London at New London, Connecticut. All parties each irrevocably consent to the jurisdiction of such court in any such actions or proceeding. All parties hereby expressly waive any and all rights they may have to trial by jury of any claim, demand, action or cause of action arising out of, resulting from or relating to this Agreement.

IN WITNESS WHEREOF, THE TOWN OF WATERFORD, Connecticut by its duly authorized representatives, and the CONTRACTOR, by its duly authorized representative, have hereunto subscribed their names on the day first above written

TOWN OF WATERFORD, CONNECTICUT

BY

Robert J. Brule
Robert J. Brule, First Selectman

IN THE PRESENCE OF:

Paige S. Walton
Paige Walton, Assessor

VISION GOVERNMENT SOLUTIONS, INC.

BY

Kevin Bullock
Name & Title Kevin Bullock, CFO
Duty Authorized

Melissa R. Monal
Melissa Monal

Approved As to Form and Procedure

[Signature]
Town Attorney - Waterford

Date:

10/15/2020

Schedule A

A. TIME SCHEDULE

The CONTRACTOR shall commence the PROJECT no later than DECEMBER 31, 2020 and shall continue uninterrupted in a diligent fashion so as to ensure completion within the schedule of the completion dates herein set forth:

WATERFORD

COMMENCEMENT DATE NO LATER THAN	December 31, 2020
DATA MAILERS MAILED NO LATER THAN	January 3, 2021
DATA MAILERS TO BE RETURNED NO LATER THAN	March 1, 2021
MAIL M-58 FORM NO LATER THAN	February 1, 2022
PRELIMINARY LAND STUDY AND VALUES COMPLETED NO LATER THAN	April 1, 2022
PRELIMINARY BUILDING COST MANUAL COMPLETED NO LATER THAN	April 1, 2022
ALL INSPECTIONS NECESSITATED BY THE DATA MAILERS COMPLETED NO LATER THAN	June 1, 2022
M-58 FORMS TO BE RETURNED NO LATER THAN	June 1, 2022
ANALYSIS OF INCOME AND EXPENSE FORMS COMPLETED NO LATER THAN	July 29, 2022
COMPLETED COMMERCIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN	October 1, 2022
ASSESSMENT DATE	October 1, 2022
SALES VERIFICATION COMPLETED NO LATER THAN	October 12, 2022
COMPLETED RESIDENTIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN	October 19, 2022
PRELIMINARY PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN	October 26, 2022
REVIEW COMPLETED BY ASSESSOR NO LATER THAN	November 18, 2022
ASSESSMENT NOTICES MAILED NO LATER THAN	November 23, 2022
INFORMAL HEARINGS HELD NO LATER THAN	December 1, thru December 23, 2022
ALL INSPECTIONS NECESSITATED BY THE INFORMAL HEARINGS COMPLETED NO LATER THAN	December 31, 2022
RESULTS OF THE INFORMAL HEARING MAILED AND DATA ENTERED NO LATER THAN	January 07, 2023
FINAL AND SIGNED PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN	January 07, 2023
TRANSMITTAL OF ALL DELIVERABLES TO THE ASSESSOR NO LATER THAN	January 07, 2023