

CONTRACT**THE COMPLETE REAPPRAISAL AND
REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT)
LOCATED WITHIN THE CORPORATE LIMITS OF
THE CITY OF NEW LONDON, CONNECTICUT
EFFECTIVE OCTOBER 1, 2023**

This agreement made this 25th day of August, 2022 by and between the City of New London, a municipal corporation, located in the County of New London, State of Connecticut, hereinafter termed the CITY, acting by and through its Accounting/Purchasing Agent, Joshua Montague, having been so duly authorized, and Vision Government Solutions, Inc, hereinafter termed the CONTRACTOR.

WITNESSED THAT:

WHEREAS, the CITY, through its Assessor, will undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the CITY; and

WHEREAS, the CONTRACTOR is to assist the Assessor in making such reappraisal and revaluation and represents that it 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 CITY and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. **CONTRACT DOCUMENTS**

The CONTRACT Documents consist of all of the documents listed. All of the documents form the CONTRACT between the parties and are as fully a part of the CONTRACT as if attached to this Agreement or repeated herein. The CONTRACT is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the CONTRACT Documents, other than modifications subsequent to this Agreement. The CONTRACT Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This CONTRACT as executed by the parties; and
- (b) The Proposal submitted by the Contractor; and
- (c) The Request for Proposal, Proposal Format and Contents, Proposal Form for 2023 Revaluation, General Conditions; Specifications.☐

2. CONTRACT WORK

The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a complete reappraisal and revaluation of all real property located within the corporate limits of the CITY and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with the Contract Specification, the proposal documents submitted by the Contractor, and Federal and State requirements. All such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent Regulations of Connecticut State Agencies, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the CITY, and pertinent decisions of several courts.

3. COMMENCEMENT AND COMPLETIONS DATES

The CONTRACTOR agrees to commence the revaluation work thirty (30) days after a contract has been executed by either parties or such other date as agreed to by the Assessor. Thereafter the CONTRACTOR must adhere to the Time Schedule (Page 22) for the revaluation project as set forth in the Contract specifications under General Conditions (Pages 17-24).

4. COMPENSATION

The CITY agrees to pay the CONTRACTOR the total sum of \$247,700 as compensation for the CONTRACTOR'S services to be performed and the records, materials, forms and supplies to be furnished by the CONTRACTOR. The method of billing and payments will be as follows.

Partial Payments. 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, the CONTRACTOR will certify in writing to the ASSESSOR the percentage of total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period less ten percent (10%) retainage. Such notification will itemize, and accurately indicate the extent and nature of work performed by volume, street, 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 listed on Page 24. The CITY will pay the amount approved by the Assessor in accordance with the Stages of Completion less 10% retainage within 15 days of Assessor's approval.

Final Payments. Final Payment equal to the balance of the Contract Price, less retainage, shall be paid after completion of all work required through completion of the work of the Board of Assessment Appeals for all revalued property and upon approval of the Board of Selectman. No interest will be allowed or charged. Payment of the contract sum shall not be deemed a waiver of release of the Contractor's responsibility to correct nonconforming work in the Contract Documents nor to satisfy any other requirements which may survive final payment.

Retainage shall be held and paid to the CONTRACTOR upon final disposition of any and all court appeals resulting from the revaluation and to ensure completion of the litigation support required of the CONTRACTOR.

5. 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 CITY and the Bonding company, and further agrees that any such assignment or transfer without prior written approval by the CITY and Bonding company shall not release the CONTRACTOR from any responsibility or liability as set forth in this contract and specifications.

Nothing contained in the Contract or Contract Specifications shall be deemed to create any contractual relationship between any subcontractor and the CITY.

6. 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 the City of New London. The CONTRACTOR further agrees to indemnify, hold harmless and defend the CITY 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 cost 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 CITY a certificate(s) of insurance to show compliance (Pages 19-20) of the specifications regarding insurance.
- 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 CITY and shall have an A.M. Best Company rating of "A/VII" or better.
- D. Each policy of insurance shall include a waiver of subrogation in favor of the CITY and shall provide no less than thirty (30) days' notice to the CITY in the event of a cancellation or change in conditions or amounts of coverage.

INDEMNIFICATION AND CONDITIONS (Continued)

- E. The CONTRACTOR will promptly notify the CITY of any claim or case formally brought against the CONTRACTOR whether or not involving work for the CITY of New London.
- F. The CONTRACTOR'S Software License Agreement is attached hereto and made a part thereof as Attachment B.

7. MISREPRESENTATION OR DEFAULT

The CITY may void this agreement if the CONTRACTOR has materially misrepresented any information submitted in connection with its proposal or defaults on any revaluation contract with another Connecticut municipality. In such event, the CONTRACTOR shall be liable for any damages incurred by the CITY.

8. CANCELLATION

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

If the Contractor fails to perform the Contract in accordance with its terms or if the CITY reasonably finds that the CONTRACTOR'S work is not progressing 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 CITY 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 hand over all records, properly filed and indexed and any CITY property in its possession to the Assessor. Any funds held by the CITY under the Contract and not yet paid to or for the benefit of the Contractor shall become the property of the CITY to the extent necessary to reimburse the CITY for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the CITY shall not preclude the CITY from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the CITY may possess in the event of the CONTRACTOR'S failure to perform.

9. LIQUIDATED DAMAGES

- a. Failure by the CONTRACTOR to complete all work prior to the date specified herein, Thursday November 17, 2023 shall be cause for a penalty payment by the CONTRACTOR. For the purposes of liquidated damages only, completion of all work not later than Thursday November 17, 2023 is defined as follows:
 - 1. Complete CAMA database, integration of CAMA software with administrative software, property record cards with all measurements, listings, sketches, pricing, review and final valuations.
 - 2. Assessment change notices mailed to comply with requirements of Connecticut State Statutes.

- b. The parties agree that in the event the Contractor fails to meet any of the time limits set forth in this agreement, the damages sustained by the CITY are difficult to determine and therefore the parties desire to make that determination in advance. They mutually agree that the sum of FIVE HUNDRED FIFTY DOLLARS (\$550) per day for each day of delay in meeting any of the time limits is a fair and reasonable amount to compensate the CITY for the additional costs which it will incur because of the delay.

- c. Liquidated Damages due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the CITY will suffer if the CONTRACTOR’S work is not completed by November 17, 2023. The CITY shall have the right to use the funds withheld from each periodic payment to these contract specifications , to satisfy in whole or in part, this liquidated damages clause.

- d. Delays occasioned by war, strike, explosion, or acts of God or an order of court or other public authority are excepted.

- e. Contractor shall be liable for payment of the liquidated damages if there remain insufficient funds due Contractor under this contract and Contractor shall pay the CITY within 30 days of written demand.

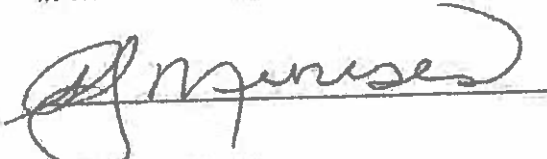
Appendix A, Additional Terms, Contract Specifications, the Request for Proposal and the Proposal Form is made part of and is expressly incorporated herein as if fully set forth.

IN WITNESS HEREOF THE CITY OF NEW LONDON, CONNECTICUT AND


Vision Government Solutions, Inc
have executed this contract on the date first above mentioned.

IN THE PRESENCE OF:

CITY OF NEW LONDON, CONNECTICUT



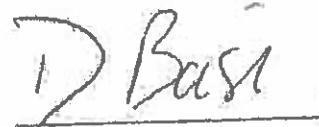
Michelle J. Meneses

BY: 

Michael E. Passero
Mayor, City of New London

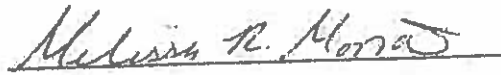
Diane Basile

Chief Financial Officer

 Basile, CFO

(Signature and Title)

Approved as to form and correctness:



Witness

8/25/2022
Date



Jeffrey T. London, Esq.
City Law Director

8/26/22

APPENDIX A**CONTRACT SPECIFICATIONS****A. DEFINITIONS**

ASSESSOR. The word "ASSESSOR" shall mean the duly appointed Assessor of the CITY of New London, Connecticut.

CAMA. The abbreviations "CAMA" means a Computer-Assisted Mass Appraisal system.

CONTRACT SPECIFICATIONS. The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATION" shall mean this EXHIBIT A, which has been attached to, and made part of, a certain CONTRACT between the CITY and CONTRACTOR.

PROJECT. The word "PROJECT" shall mean the revaluation and reappraisal of all taxable and tax exempt real property within the corporate limits of the CITY of New London, Connecticut.

CONTRACTOR. The word "CONTRACTOR" shall mean the person, firm, corporation, association, or other entity engaged by the CITY of London to perform the revaluation.

CITY. The word "CITY" shall mean the CITY of New London, Connecticut.

B. SCOPE OF REAPPRAISAL AND REVALUATION

This project includes the complete reappraisal and revaluation, as defined on pages 32-36 entitled "Appraisal Specifications", of all real estate within the corporate limits of the CITY of New London, Connecticut as of October 1, 2023. This reappraisal and revaluation project will include one new digitized photograph of each new structure in addition to retaining the prior photographs and input of these new photographs into the Vision Government Solutions CAMA system. This project will also include comparison of all new data with current records of the Assessor to verify accuracy and all new data is to be entered into the Vision Government Solutions CAMA system.

The successful Contractor shall furnish all labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter listed specifications.

All work will be carried out and all forms, material and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto and shall be subject to the direct supervision and approval of the ASSESSOR of the CITY.

SCOPE OF REAPPRAISAL AND REVALUATION (Continued)

The values to be determined shall be the true and actual value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Revaluation Project will cover and include all real property in the CITY including the following categories:

- 1. All taxable real estate, land, buildings and improvements
- 2. All tax exempt real estate, land, buildings and improvements
- 3. All public utility land and buildings

C. EFFECTIVE DATE

The effective date of this revaluation PROJECT shall be for the October 1, 2023 Grand List and the pricing and valuation by the CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the true and actual value as of October 1, 2023.

D. CITY DATA

Date of Last Revaluation (Full)	October 1, 2018
Estimated Population	25,671,
Area of CITY (square miles)	10.76
Number of Valid Property Transfers (2020 Grand List)	<u>320</u>
Number of invalid Property Transfers (2020 Grand List)	<u>130</u>

E. PARCEL INFORMATION

The October 1, 2021 Real Estate Grand List had 6901 accounts on the taxable list and 335 accounts on the exempt list. M-13 State report and CITY of New London Grand List reports included in the Addendum give the approximate number of listings for the various categories for both taxable and tax exempt properties.

Additional charges by the CONTRACTOR for the differences in parcel counts shall not be permitted by the CITY. It is the responsibility of the CONTRACTOR to estimate adjustments in parcel counts from the estimated parcel counts stated for October 1, 2021.

ADDITIONAL CONTRACT TERMS AND PROVISIONS

CHOICE OF LAW AND VENUE. This agreement shall be enforceable under the internal laws of the State of Connecticut. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District of New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

WAIVER. The failure of any party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition; but the obligations of the parties with respect thereto shall continue in full force and effect.

MODIFICATIONS. This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the parties hereto. The Parties acknowledge and agree that all understandings and agreements heretofore made between the Parties are merged in this Agreement, and this Agreement contains the entire agreement of the Parties.

ASSIGNABILITY. This Agreement may not be assigned by any party hereto without the written consent of the other party.

INTERPRETATION. For purposes of interpretation, the agreement shall be considered the product of the efforts of all parties hereto and shall not be construed more favorably for or against any party.

SEVERABILITY. If any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction or shall be rendered invalid by any change in applicable laws or for any other reason, the invalidity of such provision shall not affect any of the remaining provisions thereof.

NON-EXCLUSIVE RIGHTS AND REMEDIES. The rights and remedies of the City of New London are in addition to any other rights and remedies that the City may possess by law or not.

WAIVER OF JURY TRIAL. CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN

CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, the Contractor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. The contractor (a) certifies that neither the City nor any representative, agent or attorney of the City has represented, expressly or otherwise, that the City would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the City is relying upon, among other things, the waivers and certifications contained in this Section.

TIME IS OF THE ESSENCE. Time shall be of the essence with regard to all dates and deadlines in this Contract.

CONTRACTOR

CITY

D. Bass
By:
Its Duly Authorized Agent

Michael P...
By: Mayor, City of New London

Approved As To Form:

Jeffrey T. Landrean, Esq.
Jeffrey T. Landrean, Esq.
City Law Director