

**CONTRACT FOR THE
REAPPRAISAL AND REVALUATION
OF TAXABLE REAL AND EXEMPT PROPERTY
LOCATED WITHIN THE CORPORATE LIMITS OF
WILTON, CONNECTICUT
Effective October 1, 2023**

THIS CONTRACT FOR THE REAPPRAISAL AND REVALUATION OF TAXABLE REAL AND EXEMPT PROPERTY (this “Contract”) is , made this _____ day of _____, 2023, by and between the TOWN OF WILTON, a municipal corporation, located in the FAIRFIELD County, State of Connecticut, hereinafter termed the TOWN, acting by and through its First Selectwoman having been so duly authorized, and VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts corporation with a principal place of business at 1 Cabot Road, Hudson, Massachusetts, hereinafter termed VISION or CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN, through its Assessor (“ASSESSOR”), plans to undertake a revaluation of all real property located within the corporate limits of the TOWN; and

WHEREAS, VISION will perform services 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 TOWN and VISION, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. CONTRACT DOCUMENTS

The following is the list of documents which compose the entire agreement between the parties:

- a. This Contract;
- b. Vision’s proposal including proposal clarifications (Exhibit A) (the “Vision Proposal”); and
- c. The RFP (Exhibit B)

2. ENGAGEMENT OF CONTRACTOR

The TOWN hereby engages VISION and VISION hereby agrees to make a revaluation of all taxable and non-taxable real property located within the corporate limits of the TOWN (the “Project”) and to perform all the services (the “Services”) and furnish all records, materials, forms and supplies required by and in complete accordance with the Vision Proposal, a copy of which is attached hereto and made a part hereof; all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent rulings of the

Secretary of Office and Policy and Management, pertinent ordinances and agreements of the TOWN and pertinent decisions of the several courts.

3. COMPENSATION:

The TOWN agrees to pay VISION the total sum of **One Hundred Twenty-Six Thousand Eight Hundred Dollars (\$126,800)** as compensation for VISION's services to be performed and the records, materials, forms and supplies to be furnished by VISION (collectively, the "Fees"). VISION and the TOWN agree that the methods of billing and payments shall be as set forth in the Contract Specifications, including Fiscal Year limitations. The TOWN understands that VISION is staffing for the scope of the Services set forth in the Vision Proposal and all Fees shall be paid to VISION hereunder without reduction except as explicitly provided for herein. If the TOWN elects to discontinue or decrease the scope of the Services at any time, the full amount of the Fees shall be due and payable, and if and when paid, the Fees shall be non-refundable. If the TOWN wishes to add additional services not set forth in the Vision Proposal or to expand the level of Services, the TOWN may do so at VISION's then current rates for such additional services. Any changes to the scope of Services shall be set forth in an amendment to the Vision Proposal signed by both parties.

4. COMMENCEMENT AND COMPLETION DATES

- A. Vision agrees to commence the work as mutually agreed with the TOWN pursuant to the Vision Proposal.
- B. VISION agrees to adhere to the Completion Dates and Time Schedule for the revaluation Project as set forth in the Vision Proposal.
- C. The TOWN agrees to complete all tasks required under the Vision Proposal by the dates specified therein. If the TOWN fails to adhere to the deadlines set forth in the Vision Proposal, VISION shall have the right to delay the Completion Dates and Time Schedule without penalty and VISION shall have the right to reprice the Services set forth in the Vision Proposal or charge the TOWN for any extra project management time required to complete the Project as a result of the delays by the TOWN.
- D. Notwithstanding the foregoing, should the TOWN fail to fulfill its obligations set forth in the Vision Proposal by the dates set forth therein (a) the Project Timetable & Workplan set forth in the Vision Proposal will be adjusted to reflect any such change; (b) VISION will no longer be subject to any penalties or retainage set forth in Vision Proposal for VISION's failure to meet the originally agreed upon schedule as a result of the delay by the TOWN; and (c) VISION shall have the right to reprice the Services and/or charge the TOWN for extra project management time at VISION's then current rates to address the change in scheduling and resource allocation of VISION's personnel.

5. SCOPE OF WORK

The TOWN agrees that the TOWN is contracting for the scope of services set forth in the attached Vision Proposal and is obligated to pay the total compensation for such services set forth in Section 3 of this Contract. In the event that the TOWN desires to decrease the scope of services set forth in

the Vision Proposal, it understands that the TOWN remains obligated to pay for the services set forth in the Vision Proposal to cover all costs and expenses incurred by VISION in anticipation of performing the services set forth in the Vision Proposal. If the TOWN wishes to add additional services to the services set forth in the Vision Proposal, the TOWN may do so at VISION's then current list prices. Any changes to the scope of the Services to be performed by VISION under this Contract and the associated fees to be paid for such Services shall be set forth in an amendment to the Vision Proposal signed by both VISION and the TOWN.

6. TRANSFERS, ASSIGNMENT AND SUBLETTING OF CONTRACT

VISION agrees that it shall not transfer, assign or sublet the Contract or any part or interest therein without first receiving prior written approval from the TOWN, such approval not being unreasonably withheld, conditioned, or delayed.

Nothing contained in this Contract or its specifications will be deemed to create any contractual relationship between any subcontractor and the TOWN.

7. CHANGES IN CONTRACT

Changes to this Contract and the Vision Proposal will be permitted only upon mutual agreement of the CONTRACTOR and the TOWN.

8. MISREPRESENTATIONS OR DEFAULT

The TOWN may void this Contract if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

9. WAIVER

No action or failure to act by the TOWN or CONTRACTOR shall constitute a waiver of a right or duty under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under except as may be specifically agreed in writing.

10. BONDING

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 appraisal scope of services portion 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 minimum A.M. Best Company rating of "A+". 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'S Attorney. This bond shall include the appeal requirements of these specifications. It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after completion of the duties of the Board of Assessment

Appeals. 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 2023 Grand List.

11. TERM OF CONTRACT AND TERMINATION

- A. Unless terminated for material breach in accordance with Section 11.2, the parties' obligations under this Contract shall commence and continue as set forth in the Vision Proposal until completion of the Project and Services by VISION.
- B. Either party (the “Non-Breaching Party”) may, without prejudice to any other remedies available to it at law or in equity, terminate this Contract in the event the other party (the “Breaching Party”) has materially breached this Contract, and such breach has continued uncured by the Breaching Party for thirty (30) days after receipt of written notice for the Non-Breaching Party. The notice shall describe the alleged material breach in sufficient detail to put the Breaching Party on notice.
- C. In the event of termination of this Contract, all finished work and documentation, complete and incomplete, shall, at the option of the TOWN, be delivered to them and the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction, vacate in an orderly fashion any space provided by the TOWN, leaving behind or turning over all databases, programs, files, and all records, properly filed and indexed, as well as all other property of the TOWN. VISION shall be entitled to receive just and equitable compensation for any work performed under this Contract completed prior to the date of termination.
- D. Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this Contract.

12. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

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

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. CONTRACTOR agrees to indemnify and hold harmless the TOWN against claims for bodily injury, death and property damage which arises in the course of CONTRACTOR’S performance of the Services in connection with this Contract, provided that the TOWN is free from negligence for such claims on the part of itself, its employees and agents.
- B. If the TOWN requests that CONTRACTOR perform Services utilizing third party software, the TOWN agrees to indemnify and hold harmless CONTRACTOR against claims arising out of the performance of Services by CONTRACTOR utilizing such third party software.

C. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY PENALTIES TO WHICH TOWN MAY BE SUBJECT, ARISING FROM OR RELATING TO THIS CONTRACT OR THE SERVICES IN ANY WAY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID TO CONTRACTOR BY TOWN DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY.

14. INSURANCE

Upon execution of this Contract, and thereafter no less than 30 days prior to the expiration date of any insurance policy delivered pursuant to this Contract, VISION shall deliver to the TOWN a certificate of insurance to show compliance with the insurance requirements described within the Vision Proposal.

15. LITIGATION

In the event of appeal to the courts by the taxpayer, the ASSESSOR may require CONTRACTOR to furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised at the per diem rate listed below. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action based on the October 1, 2023 Revaluation until final adjudication by the courts. The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

The CONTRACTOR will bill for services requested by the ASSESSOR for court defense and/or preparation at the rate of **Nine Hundred Dollars (\$900)** per diem. A single per diem shall be defined as eight (8) hours.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE:

This Contract together with the Vision Proposal, and the RFP (collectively, the "Project Documents") represents the entire and integrated agreement between the TOWN and VISION and supersedes all prior negotiations and representations, either written or oral, with respect to the subject matter hereof and thereof. The provisions of this Contract and the Project Documents shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Contract, any conflicts between this Contract and the Project Documents shall be resolved in accordance with the following descending order of precedence: (a) this Contract; (b) the Vision Proposal and (c) the RFP.

17. EFFECTIVENESS OF THIS CONTRACT:

The effective date of this Contract shall be the date upon which this Contract is signed and executed by VISION and the TOWN.

18. FORCE MAJEURE:

VISION will not be liable to the TOWN or be deemed to be in breach under this Contract for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment or determination of any Court of the United States or of the State of Connecticut, an Act of God, pandemic, epidemic, public health emergency, war, civil disobedience, extraordinary weather conditions, labor disputes or shortages or fluctuation in electric power, heat, light or air conditioning.

19. SEVERABILITY:

If any provision of this Contract or any Project Document shall be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole agreement or any other provision in this Contract or a Project Document; but this Contract and the Project Documents shall be construed as if not containing the provision and the rights and obligations of the parties shall be construed and enforced accordingly.

20. RENEWAL OPTION:

The TOWN may choose to add services to this Contract for any other projects not already outlined in the Project Documents by proposing an amendment to the Vision Proposal, acceptance of which is subject to the written approval of both TOWN and CONTRACTOR.

21. REVALUATON DELAY:

The passage of Connecticut House Bill 5167 allowed Wilton to delay the 2022 revaluation to 2023. The TOWN locally elected to postpone the revaluation, changing the effective date from October 1, 2022 to October 1, 2023. This delay changes the RFP completion date of the revaluation from January 27, 2023 to January 27, 2024. All other RFP and Vision proposal completion dates, including penalty date, would change from 2022 to 2023.

IN WITNESS WHEREOF the parties have executed this Contract on the date first above-mentioned.

In the Presence of:

TOWN OF WILTON, CT

By: _____

Its: _____

CONTRACTOR

**VISION GOVERNMENT SOLUTIONS,
INC.**

By: _____

Its: _____

Exhibit A

**Vision Government Solutions Proposal Response to
Revaluation Program Services RFP Number 2022-02
Dated April 4, 2022**

Exhibit B

**Town of WILTON's
Revaluation Program Services RFP Number 2022-02**