

TOWN OF MONTVILLE
REQUEST FOR PROPOSALS
REAPPRAISAL AND REVALUATION OF REAL PROPERTY
PROPOSAL #2020-04

The Town of Montville (“Town”) is interested in receiving Proposals for providing Revaluation and Reappraisal services for the Town, effective for the October 1, 2021 Grand List.

Proposal specifications are on the town’s website at www.montville-ct.org.

All proposals are due no later than May 28, 2020 at 10:00 a.m. and must be received at the Finance Office prior to the due date and time. A proposal may be delivered by regular or overnight mail to the Town of Montville, Finance Office, 310 Norwich/New London Turnpike, Uncasville, Connecticut 06382. It may also be placed in the drop box outside the Town Hall at the address listed above. The proposal must be contained in a sealed envelope marked “Montville Proposals for 2021 Revaluation Services”. A Company official must sign the proposal. Proposals will be opened and read aloud in the Finance Office, and interested persons may attend the opening remotely under procedures that will be posted on the Town of Montville’s website.

All Proposers are advised that the Town has enacted through resolutions the following special conditions concerning Town bids, proposals and purchases:

1. Any responsible Town based bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid may be awarded the project provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder have submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid. That within the bidding process, that all businesses claiming to be Town based businesses, provide the Finance Department (Assessor’s Section) with sufficient documentation to prove that they comply with property tax assessments, including motor vehicle tax assessments.
2. Seller agrees that as a condition of his sale of goods and/or services to the Town, the Town will be authorized to deduct from the proceeds due Seller an amount not to exceed twenty five percent (25%) of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town or any agency thereof against the Seller. The Seller further agrees that Seller shall ensure that Seller has the right to withhold an amount not to exceed twenty five percent (25%) from each subcontractor working for the Seller, and providing goods and/or services to the Town, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town or any agency thereof against such subcontractor.

Any questions concerning the Request for Proposals must be submitted in writing to the Office of the Finance Director, Montville Town Hall, 310 Norwich/New London Turnpike, Uncasville, CT 06382 by 3:00 pm on May 18, 2020.

The Town may hold the Proposals for a period not to exceed sixty (60) days from the date of the Proposal opening to review the Proposals.

In addition to other reservations and conditions contained in the proposal documents, the Town of Montville reserves the right to waive any technical defects in the proposals received; to waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal,

the time of completion, and the Town's best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

Theresa Hart
Director of Finance

TOWN OF MONTVILLE
REQUEST FOR PROPOSALS
REAPPRAISAL AND REVALUATION OF REAL PROPERTY
PROPOSAL #20-04

I. Definitions

- A. "Addendum" means written documents issued by the Town prior to the date and time in Article II.E which modify this Request for Proposals by additions, deletions, clarifications or corrections.
- B. "Contract" means the document that the Contractor executes with the Town to provide the revaluation services described in this Request for Proposals.
- C. "Contractor" means the Proposer who is selected by the Town to provide the revaluation services and executes the Contract.
- D. "Town" means the Town of Montville, Connecticut.
- E. "Proposal" means a submission by a Proposer to provide the revaluation services that conform to the Proposal Documents.
- F. "Proposal Documents" means the Request for Proposals, all schedules and exhibits attached hereto, and any Addendum.
- G. "Proposal Price" means the price, as shown on Schedule 2, at which the Proposer offers to perform the work described in the Proposal Documents subject to any reduction in Proposer's Proposal Price as may be required by section III.E of the Town's Purchasing Policy as it relates to matching proposal prices of Town based bidders, if applicable..
- H. "Proposer" means the person or entity who submits a Proposal.

II. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of the revaluation services described in Article IV, and Exhibit A, attached hereto and made a part hereof.
- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- C. Proposals must be mailed or delivered to the Office of the Finance Director, Montville Town Hall, 310 Norwich-New London Turnpike, Uncasville, CT 06382 in a sealed envelope clearly marked "Montville, Connecticut Proposals for 2021 Revaluation Services."
- D. The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner.

- E. The Proposal shall be submitted no later than Friday, May 28, 2020 at 10:00 a.m. Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.
- F. The Proposer shall submit five (5) copies of its Proposal.
- G. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which the Town might publish.
- H. The Town reserves the right to waive informalities and technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in the judgment of the Town will be in the best interest of the Town.

The Town reserves the right to negotiate contract terms with any or all Proposers, even if a Proposer has not submitted the low Proposal.

- I. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to the Office of the Finance Director prior to 3:00 p.m. on May 18, 2020. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

Proposers are responsible for visiting the Town of Montville; reviewing its geography, general character of houses and its commercial and industrial areas; examining the quality and condition of the Assessor's records; verifying the parcel counts, making itself, himself or herself knowledgeable of those matters and conditions in the Town which would influence its Proposal.

- J. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be mailed to all persons that have requested the Proposal Documents. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

III. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article III, and in the format described on Schedule 1.
- B. Each Proposer must fill out and execute the "Proposal Form" in the form of Schedule 2. The Proposer should also submit a separate fee schedule for its litigation fees for those litigation services described in Exhibit A, Section VII, I. The Proposers should note that all other services should be included in the total price proposed. Proposers should note any special conditions or exclusions to the Proposal Price.

- C. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Schedule 3, attached hereto and made a part hereof.
- D. Each Proposer's Proposal should contain confirmation that it could obtain a performance bond as described in Exhibit A, Section IV.C.1. The Proposer shall provide the cost of the performance bond as a separate cost on the Proposal Form. It will be the Town's option of whether or not to require a performance bond. Proposers may include in their Proposals alternate security options including a cash deposit as security.
- E. Each Proposal should contain a current certificate of insurance for the Proposer and confirmation that such Proposer can obtain the insurance described in Exhibit A if the required insurance exceeds the current amounts or types shown on the current certificate of insurance.
- F. Each Proposer must submit proof of the Proposer's ability to utilize the Town's existing software (administrative software package by Quality Data Services, Inc. and CAMA software package by eQuality Valuation Services, L.L.C. of Waterbury, CT). Proposers, in their proposals, must demonstrate a willingness to become familiar with and work with the Town's CAMA system. Proposers must utilize eQuality Valuation Services, L.L.C. CAMA Software to perform this revaluation project. Proposers must supply and explain their use of the eQuality Valuation Services, L.L.C. software.
- G. Proposers should itemize the Proposer's qualifications and experience.
- H. Proposers must describe in detail its particular methods for generating values with the market value approach. The comparative sales approach or a statistical modeling approach are the two preferred techniques. If a statistical modeling approach is employed, the Proposer must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, all adjustment techniques must be described by the Proposer in its Proposal.
- I. Proposers shall not make any changes to this Request for Proposals as presented. The Proposal should be in the same format as this Request for Proposals. Exceptions to the Request for Proposals, if any, shall be clearly identified in a separate section.

IV. Scope of Work

- A. The Town is seeking a certified revaluation company that meets all of the requirements of these Proposal Documents to make a complete reappraisal and revaluation of all real property located within the corporate limits of the Town of Montville, Connecticut and to perform all the services and furnish all the records, materials, forms, supplies and software required by and in complete accordance with these Proposal Documents, 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 Town and pertinent decisions

of Connecticut courts and shall be subject to the direct supervision and approval of the Assessor of the Town.

- B. The work on the Contract shall commence on or before October 1, 2020 (for the October 1, 2021 revaluation date.) The work on the Contract shall be completed through the completion of the duties of the Board of Assessment Appeals for the Town for the October 1, 2021 revaluation date.
- C. The terms, conditions and provisions of Exhibit A are incorporated into and made a part of this Proposal. **Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of Exhibit A.** These provisions generally set forth the requirements for the Contractor, but the Town and the Contractor may modify such provisions by mutual consent prior to signing a Contract.
- D. Within thirty (30) days after the receipt of notice of acceptance by the Town of its Proposal, as possibly revised by negotiations, the successful Proposer shall execute with the Town a contract in the form agreeable to the Town and incorporating the provisions of this Request for Proposals.
- E. Consideration in the awarding of the Contract will be given, but not limited to: price, the accuracy and responsiveness of the Proposer, the experience, competence and financial condition of the Proposer, time for completion and/or labor force adequate to perform the work, the quality and experience of the Proposer's personnel, the nature and size of the Proposer's organization, quality of similar projects it has performed and completed in the past in Connecticut, other projects and/or revaluations currently under contract by the Proposer, and a determination by the Town that the Proposer has the ability to complete the revaluations successfully.

SCHEDULE 1

PROPOSAL FORMAT AND CONTENTS

Proposals shall include the following information organized in the following format:

- A. Proposals shall be submitted on the appropriate form provided and signed by an authorized agent of the Proposer.
- B. Name, telephone number and facsimile number of person(s) to be contacted for further information and clarification.
- C. Listing of all municipal revaluations now underway or under contract, including client contact, telephone number and size of municipality, scope of services to be rendered and date to be completed.
- D. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number and size of municipality, scope of services rendered and date completed.
- E. Copy of Proposer's current Connecticut Revaluation Certificate issued pursuant to Connecticut General Statutes Section 12-2c.
- F. Listing of personnel to be assigned to Montville's revaluation, including years of experience in current positions and other revaluation positions, municipalities served and their roles in those revaluations. Resumes of personnel assigned shall also be included.
- G. Description of the methodologies to be used for assessing values for residential, commercial, industrial and vacant land parcels.
- H. Description of sales analysis to be performed to verify accuracy of valuations.
- I. Description and examples of the Proposer's revaluation public relations program on the Internet.
- J. Each Proposal shall be submitted with a Certified Check or Proposal Bond in an amount equal to ten (10) percent of the total amount of Proposal as submitted. Said check shall be made payable to the Town of Montville and shall be conditioned for the acceptance of any award that will be made under the terms of the Proposal.
- K. A copy of the Proposer's Financial Statement for the last three (3) fiscal years with an indication of how many years the Proposer has been engaged as a company, corporation, partnership or individual specializing in municipal tax revaluation services.
- L. Failure to include any of the above requested items in the submitted Proposal will be grounds for disqualifying said Proposal.

SCHEDULE 2

PROPOSAL FORM FOR 2021 REVALUATION

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY
(TAXABLE AND EXEMPT), LOCATED WITHIN
THE CORPORATE LIMITS OF THE TOWN OF MONTVILLE, CONNECTICUT,
EFFECTIVE FOR THE OCTOBER 1, 2021 GRAND LIST

The undersigned Proposer affirms and declares:

1. That this Proposal is executed by said Proposer with full knowledge and acceptance of the terms of the Contract (including the Reappraisal and Revaluation Specifications) included in the Proposal Documents.
2. That should this Proposal be accepted in writing by the Town, said Proposer will furnish the services for which this Proposal is submitted at the Proposal Price indicated in the Proposal and in compliance with the provisions of said Contract described in the Proposal Documents, subject to any reduction in Proposer's Proposal Price as may be required by section III.E of the Town's Purchasing Policy as it relates to matching proposal prices of Town based bidders, if applicable.
3. That this Proposal is accompanied by surety in the form and amount indicated below:

_____ Proposal Bond	Amount \$ _____
_____ Certified Check	Amount \$ _____
4. That all items, documents and information required to accompany this Proposal as listed in the Proposal Documents are enclosed herewith.
5. That the Proposer proposes to furnish the services and materials required to complete the revaluation project in accordance with the aforesaid Contract for the following Proposal Price:
\$ _____
6. Performance Bond. The cost of the performance bond for the term of the Contract and as described in the Request for Proposals is \$ _____.
7. The Proposal Price is valid for sixty (60) days.
8. That the Proposer understands and accepts that, although the Proposal Price is a major factor for consideration, the Town reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the Request for Proposals.

CERTIFICATION:

The Proposer has read and understood the Proposal Documents, INCLUDING EXHIBIT A, attached hereto and made a part hereof, and the following addendum: _____
_____ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Town as required by these Proposal Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Town, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Town is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Type or print (except for signature):

Signature _____ Date _____

Name _____ Title _____

Notary Public _____ [Seal]

Proposer Information

Company: _____

Type of Legal Entity: _____

Address: _____

City State Zip

Telephone: _____

Fax: _____

Email: _____

SCHEDULE 3

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Town is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed _____

Proposer's Name

By:

Name

Its

Street

City/State Zip

Date

STATE OF CONNECTICUT:

SS

COUNTY OF:

Subscribed and Sworn to before me on this ____ day of _____, 2020.

Notary Public

EXHIBIT A

SPECIFICATIONS FOR REAPPRAISAL AND REVALUATION MONTVILLE, CONNECTICUT

I. Scope of Revaluation

The project shall be for the complete reappraisal and revaluation of all taxable and exempt real property within the corporate limits of the Town of Montville, Connecticut, including the real property taken into trust by the federal government for the Mohegan Tribe of Indians of Connecticut, a Sovereign Nation, as of October 1, 2021, as described below.

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

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be executed in accordance with the requirements of the Secretary of the Office of Policy and Management and 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 Town of Montville, Connecticut.

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

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 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.

II. Effective Date

The effective date of this project shall be for the October 1, 2021 Grand List and the pricing and valuation by the Contractor of all land, buildings and property under the Contract shall reflect the present true and actual value as of October 1, 2021.

III. Town Data

1. The last revaluation was effective as of October 1, 2016.
2. The Montville population is estimated to be 19,546.
3. The area of the Town is 42 square miles.
4. The area of Reservation land held in Trust by the United States of America for the Mohegan Tribe of Indians of Connecticut is approximately 544 acres.
5. The form of Government is Mayor/Town Council.
6. Administration/Tax Billing System is Quality Data Services, Inc.
7. CAMA System presently used is eQuality Valuation Services, L.L.C.
8. Web based mapping service and property information host is CAI Technologies.
9. Property account profile:

Contractor's price for the revaluation is based upon the following anticipated parcel counts estimated by TOWN as of October 1, 2019.

	<u>Number</u>	<u>Value</u>
Residential	5,437	\$ 768,485,660
Condominiums	273	16,162,840
Manufactured Homes	614	36,001,980
Commercial	210	127,109,530
Industrial	26	21,035,590
Public Utility	18	2,974,060
Vacant Land	759	27,048,220
Farm/Forest Land	117	2,169,560
Apartments	28	14,302,010
Total Taxable Real Estate Accounts	7,482	\$1,015,289,450
Total Exempt Real Estate Accounts	284	\$ 315,466,490
Total Real Estate Accounts	7,766	\$1,330,755,940
Number of Valid Property Transfers 2019		274
Number of all Building Permits 2019		1,411

IV. GENERAL CONDITIONS

A. Contractor

1. Certification

The Contractor must hold, from the time of submission of the Proposal through the completion of all work, a valid Connecticut Revaluation Company Certificate pursuant to Sections 12-2b and Section 12-2c of the Connecticut General Statutes and Sections 12-2b-1 through 12-2b-19 of the Regulations of Connecticut State Agencies.

B. Personnel

The Contractor shall provide certified, experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of both the Federal and State governments. The Company shall adhere to all other legislation relating to employment procedures.

1. Qualifications of Personnel

The Contractor shall submit to the Town written qualifications of all personnel assigned to this project. All personnel shall be subject to the approval of the Assessor and shall be caused to be removed from this project by the Contractor upon the written request of the Assessor.

2. Minimum Qualifications

a. Project Manager or Supervisor

The administration of this project shall be assigned by the Contractor to a project manager or supervisor who shall be certified by the State of Connecticut as a revaluation “supervisor” pursuant to Section 12-2b-1 through 12-2b-19 of the Regulations and such other statutes and regulations that the State of Connecticut may promulgate from time to time and shall have not less than five (5) years of practical appraisal experience in the appraisal of residential, commercial, industrial, apartment and farm properties. The project manager or supervisor shall be subject to approval by the Assessor.

b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2b-1 through 12-2b-19 of the Regulations, and such other statutes and regulations that the State of Connecticut may promulgate from time to time and shall have not less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the Assessor prior to the commencement of their duties on this project.

c. Data Collectors

Data Collectors shall have not less than one (1) year of experience and training in this phase of the project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Manager, who is certified pursuant to Section 12-2b of the Connecticut General Statutes. The Project Manager is required to notify the Assessor of the names, starting dates, qualifications and field assignments of Data Collectors. Minimum age for Data Collectors shall be twenty-one (21) years of age.

The Contractor shall exercise vigilance over the instruction and supervision of the Data Collectors, emphasizing the absolute necessity for the Data Collectors to help establish a good relationship with the property owners. The Supervisor(s) and Data Collectors shall work closely with the Assessor to assure accuracy and reliability in data collection. All data collectors shall be subject to the approval of the Assessor prior to the commencement of their duties on this Project.

3. Identification

All field personnel shall carry suitable laminated photograph identification cards supplied by the Contractor and signed by the municipal official designated by the Town. All motor vehicles used by field personnel shall be reported to the Police Department and the Assessor, giving license number, make, model, year and color of vehicle.

The Contractor shall be responsible to provide information for the Town to perform background checks on all personnel of the Contractor working under the Contract.

4. Conflict of Interest

No Town Resident or Town employee shall be employed by the Contractor, except for clerical purposes, without the prior written approval of the Town.

5. Office Hours and Staffing

Contractor shall maintain an office in the Montville Town Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time staff so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract.

6. Independent Contractor

The Town and Contractor each acknowledge and agree that Contractor is an independent contractor and that the Town and Contractor are not joint venturers, partners, or otherwise related to each other in any capacity as a result of this Contract. It is specifically agreed that Contractor is not an employee of the Town, that the employees performing services under this Agreement will be solely employees of Contractor and not employees of the Town, and that no employees of the Town shall be deemed employees of Contractor. Contractor shall be accountable for any violations of applicable laws, rules or regulations which result from acts or omission of Contractor's employees.

C. Protection of the Town

1. Bonding

**[NOTE: THE REQUEST FOR PROPOSALS PROVIDES THAT THE REQUIREMENT FOR A PERFORMANCE BOND IS AT THE OPTION OF THE TOWN, AND THE TOWN MAY SELECT AN ALTERNATE FORM OF SECURITY]
[IF THE TOWN ELECTS AN ALTERNATE FORM OF SECURITY, THE PARTIES SHALL AGREE ON A FORM OF AGREEMENT TO**

DESCRIBE HOW SUCH ALTERNATE SECURITY SHALL SECURE THE CONTRACTOR'S OBLIGATIONS.]

The Contractor shall, to insure the faithful performance by the Contractor of the terms of the Contract, furnish to the Town a Performance Surety Bond in the amount of the Contract. The required bond shall be issued by a reputable bonding company authorized to do such business in the State of Connecticut and acceptable to the Town. Said bond shall be in the form satisfactory to and approved by the Town Attorney of Montville and the Town. The performance bond shall be delivered to the Town upon execution of the Contract. This bond shall include the appeal requirements of the Contract. It is understood and agreed that upon completion of the revaluation and approval by the Town of the completion of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract. This reduced amount shall become effective after the revaluation has been completed and has been approved by the Assessor and after the 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 actions of the Board of Assessment Appeals on the Grand List of October 1, 2021.

2. Insurance

Contractor shall, at its own expense, provide and keep in force during the duration of the contract the following insurance:

Worker's Compensation Insurance in the required amount and Employers' Liability in the following amounts:

Bodily injury by accident--\$1,000,000 each accident
Bodily injury by disease---\$1,000,000 each accident and,
Bodily injury by disease---\$1,000,000 each employee

The policy must provide for benefits under the Connecticut Workers Compensation Act and include the Voluntary Compensation endorsement.

Appraiser's Professional Liability Insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$3,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, Contractor must maintain the insurance for a period of two years from the completion of the contract.

Public Liability Insurance (Including Personal and Advertising Injury) for bodily injury and property damage. The Public Liability Insurance shall be written on a comprehensive form and include without limitation coverage for premises and operations, completed operations, independent contractors,

broad form property damage, blanket contractual and personal injury. The required limits of liability are:

\$1,000,000-	Each Occurrence
\$3,000,000-	General Aggregate
\$3,000,000-	Product-Completed Operations Aggregate
\$300,000-	Fire Damage Liability
\$10,000-	Medical Expense

The Town, its officials, employees and agents must be named additional insureds on a primary and non-contributory basis on the policy.

Automobile Liability Insurance shall be written with a Comprehensive Form and include coverage for owned, hired and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

The Town, its officials, employees and agents must be named additional insureds on a primary and non-contributory basis on the policy.

Insurance Certification: Upon execution of the Contract, the Contractors shall deliver to the Town an Insurance certificate showing compliance with the insurance requirements listed above.

The Town to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the Company's performance of the contract herein.

Patent/License/ Copyright Liability: Contractor shall save the Town harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented, licensed or copyrighted equipment, materials, articles or processes used in the performance of the contract.

The Town must be named as an Additional Insured on the policy.

Defense of Town: All insurance companies shall have the duty to defend the Town against liability or property damage claims arising from the conduct of Contractor and/or agents or employees.

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/VII" or better. 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.

3. Indemnification

The Contractor agrees to indemnify, hold harmless and defend the Town and its officials, agents and employees at the Contractor's expense from and against any and all claims, damages, losses and expenses (including but not limited to fees and changes of attorneys and court and arbitration costs) arising out of or in any manner connected with the operations to be performed under the Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the Contract. This Section shall survive termination of the Contract.

4. Penalties

- a. Failure by Contractor to complete all work prior to December 30, 2021 shall be cause for a penalty payment by the Contractor in the amount of five hundred dollars (\$500) per day beyond the specified date of completion. This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God, or an order of court or other public authority are excepted. For the purpose of this penalty only, completion of all work not later than December 30, 2021 is defined as follows:
- i. Completed property record cards with all measurements, listings, pricing, review, and final valuation;
 - ii. Completed video imaging;
 - iii. Completed any new CAMA software upgrade installation; and
 - iv. Assessment notices sent out, hearings completed for all those scheduled to be heard, and all calculations completed and ready for the Board of Assessment Appeals.

5. Default and Termination

- a. If the Contractor fails to maintain Connecticut certification as required by the Contract, the Town shall have the right, in addition to all other remedies such Town may have, to immediately terminate the Contract and to award the revaluation project, or the remaining work thereof, to another company.
- b. 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, in addition to all other remedies such Town may have, to immediately terminate the Contract and

to award the revaluation project, or the remaining work thereof, to another company.

- c. If the Contractor fails to perform the Contract in accordance with the terms of the Contract or if the Town reasonably doubts that the Contractor's work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract, and if after notice of the failure to perform, the Contractor does not cure such failure within fifteen (15) days, the Town shall have the right, in addition to all other remedies such Town may have, upon five (5) days written notice to the Contractor and its surety bonding company to declare the Contract in default and thereby terminated, and to award the revaluation project, or the remaining work thereof, to another company.
- d. The Town may terminate the Contract if Contractor has misrepresented any information provided to the Town or if the Contractor defaults on any contract with a Connecticut municipality. Contractor shall, also, immediately notify the Town of any claim or case formally brought against the Contractor.
- e. If this termination clause is invoked, the Contractor shall cooperate with the Town to provide all information (including all work and documentation, complete or incomplete) necessary for another company to complete the services.
- f. If this termination clause is invoked, the Contractor's agents and employees shall, at the direction of the Assessor, immediately discontinue all services affected and vacating the office space leaving behind all records, properly filed and indexed, as well as all other property of the Town.
- g. Termination of the Contract 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.

6. Severability

In the event any part of any clause or provision of the Contract 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 the Contract.

D. Completion Date and Time Schedule

1. Changes and Subletting of Contract

a. Changes

Changes in the Contract will be permitted only upon written mutual agreement of the Contractor and the Town.

b. Subletting

The Contractor shall not assign, transfer, or sublet the Contract, or any interest or part therein, without first receiving written approval from the Town and the bonding company. It shall be mutually agreed and understood that said consent by the Town shall in no way release the Contractor from any responsibility or liability under the Contract.

2. Time Schedule

The revaluation work must be started no later than October 1, 2020 and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.

a. Completion Dates

The Contractor will complete the following phases of the revaluation in accordance with the schedule below:

1. Complete residential data collection by July 1, 2021 (except for current building permits).
2. Complete commercial, industrial, public utility and tax exempt data collection by July 1, 2021 (except for current building permits).
3. Complete land study and set values by September 1, 2021.
4. Complete building cost manual by October 1, 2021.
5. Complete study of market rents, expenses, and capitalization factors by October 1, 2021.
6. Deliver completed CAMA database, integration of new CAMA software, if necessary, and digital images. Deliver Real Estate Property cards with sketches, measurements, listings, and pricing and suggested values to the Assessor by October 1, 2021.
7. Assessor completes review and final adjustments made for real property no later than November 16, 2021.
8. Assessment notices mailed to comply with the requirements of Connecticut State Statutes by November 23, 2021 (Contractor to pay postage including any other costs incurred).
9. Informal hearings will begin no later than December 2, 2021 and end by December 20, 2021. The Contractor completes all fieldwork resulting from hearings.
10. Notices of results, finalized after the informal hearings, are to be mailed out, computer file is updated and final Real Estate Property Cards delivered to the Assessor no later than January 4, 2022.

Any changes to this schedule must be approved by the Assessor.

b. Assessment Date

The completed appraisals, upon approval of the Assessor, will serve as a basis for assessment effective on the Grand List of October 1, 2021.

c. Project Timetable

The Contractor is required to submit the timetable for the entire Project to the Assessor by August 1, 2020. Once such timetable is reasonably approved by the Assessor, the timetable must be followed by the Contractor. Any variation to the timetable must have the express written consent of the Assessor.

E. Payment Schedule

Payments shall be made in the following manner:

1. At the end of each thirty day period during the period covered by the Contract, the Contractor is to certify in writing in the form of a progress report to the Assessor the percentage of the total work completed under the Contract which the Contractor has performed during the said thirty day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any other manner required by the Assessor.
2. 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 under the Contract (which compensation will be the proposed price that has been accepted by the Town) equal to the percentage of work certified as having been performed during said period in accordance with the schedule below, less ten percent (10%) of the total Contract price which is to 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. If the Assessor determines that the Contractor's certification is inaccurate, then the periodic payment shall be adjusted accordingly. The retained ten percent (10%) of the Contract price is to be paid upon the Board of Assessment Appeals completion of its duties on the October 1, 2021 Grand List.
3. The Contractor shall separately invoice the Town for any per diem fees related to litigation. The per diem fees shall be those fees approved by the Town at the time of execution of the Contract.
4. The Contract makes provisions for a reduction of the performance bond to 10% of the total Contract price so as to ensure the defense of any appeals resulting from the revaluation work.

IV. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor is responsible for the fulfilling of all requirements stated in the Contract in a timely fashion and in a professional and satisfactory manner.

During the course of this Project, the Contractor shall work cooperatively with and shall provide any reports, invoices, schedules and other information required by the Contract or requested by the Assessor.

- B. Contractor shall, in good faith, use its best efforts to assist the Assessor in determining the present true and actual valuations of all real property situated in the Town and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under the Contract.
- C. As a condition of the Contract, Contractor's employees shall, at all times, treat the residents, employees and taxpayers of the Town with respect and courtesy. Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision, including removing personnel from performing services under the Contract. A suitable dress code for all employees will also be implemented.
- D. The Contractor acknowledges that good public relations are required in order that the public of the Town may be informed as to the purpose, benefits, and procedures of the revaluation program. The Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens and property owner groups, as a means of establishing understanding and support for the revaluation program and sound assessment administration. The Contractor shall supply visual aids and other media at its disposal to insure this end. The Assessor shall approve all public releases prior to release.

This program will commence prior to the sales data collection effort and continue on a regular basis for the duration of the Project.

E. Records

1. Records are Town property. The original or a complete 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 the Contract 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: 1) Assessor Maps; 2) Land Value Maps; 3) Materials and Wages, Cost Investigations and Schedules; 4) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches or plot plans (if any); 5) Sales Data; 6) Capitalization rate data; 7) Depreciation tables; 8) Computations of land and building values; 9) All forms of correspondence including letters or memoranda to individuals or groups explaining methods used in appraisals; 10) Operating statements of income properties; 11) Duplicate 'Notices of Assessment Change' and Data Mailers or equivalent Word or PDF file; 12) Duplicate of hearing determination notices or equivalent Word or PDF file;

2. Assessor's Records. The Contractor shall use a system approved by the Assessor, for the accurate accounting of all records and maps which may

be taken from the files of the Assessor, in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessor's original records shall be taken outside of Town Hall. The existing data in the CAMA system will be provided through the Town. The Contractor shall be responsible for the electronic transfer of that data to the new CAMA data base. In addition, the Contractor shall be responsible for keying any data which cannot be transferred electronically. The Contractor will do all input of all field inspection information.

The Contractor is responsible for keeping the Revaluation Database and Towns' Database in sync in regards to changes made in the Town Database, including but not limited to data collected during the Project, Sales, Permits and any changes which are Town Database changes as part of their normal day to day work.

3. Work Product.

a. All data and other documents, materials and information created by Contractor pursuant to the Contract, including all unfinished or partially completed work in the event the Contract is terminated before completion for any reason, as well as all copyright rights therein (collectively the "Work Product"), shall be the sole property of the Town.

b. Contractor shall transfer to the Town, as part of the consideration for the Contract, all rights of Contractor to the Work Product, and Contractor shall, whenever so requested by the Town, execute and deliver to the Town any agreement requested by the Town confirming the irrevocable transfer to the Town of such rights to the Work Product. Contractor agrees not to assert, establish or authorize others to assert or establish any claim to the Work Product.

c. Contractor shall not use the Work Product for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute or publish, any of the Work Product nor authorize others to do so, without written permission from the Town.

d. The Town shall, after applicable payment therefor due under this Agreement has been made, have the right to immediate possession and use of the Work Product (including in the event of any termination of the Contract).

e. The provisions of this Section shall survive the termination of the Contract.

VI. VALUATION STANDARDS

A. Market Approach

The Contractor must describe in detail its particular methods for generating values with the market value approach. The comparative sales approach or a statistical modeling approach are the two preferred techniques. If a statistical modeling approach is employed, the Contractor must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, the adjustment techniques shall be as described by the Contractor in its Proposal.

1. Sales Verification

The validity for all sales for the past two (2) years shall be determined by the Contractor and the Assessor. These validated sales will be the basis for the comparable sales approach for the sales verification effort.

The Contractor shall develop and provide the Assessor with written documentation for the sales verification effort.

B. Cost Analysis

The Contractor shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value. The Contractor shall develop cost schedules based on current costs of labor and materials prevailing in the Town during the year immediately preceding the October 1, 2021 valuation date. The updated cost and land schedules shall be in the eQuality Valuation Services, L.L.C. CAMA software format.

C. Income Approach

The Contractor shall determine a value for income-producing property by converting anticipated income into a property value. The Contractor shall capitalize out income expectancies at a market-derived capitalization rate that reflects a specified income pattern, return on investment and change in the value of investment.

D. Land Valuation

1. Land and Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the three-year period prior to October 1, 2021. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the Town. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc. Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field card.

2. Land Value Inspection: The Contractor will make a physical inspection of each plot and/or lot and make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

Physical data and characteristics of the land parcel shall be observed in the field and recorded.

3. Land Value Units: The Contractor will prepare land unit values, subject to the approval of the Assessor, by front foot, square foot, acreage of fractional acreage, or site value, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land.
4. Land Value Map: The Contractor will delineate the approved land value units on all streets and acreage in the Town on a suitable map to be provided by the Town. The Land Value Map shall be returned to the Town prior to the completion of the Revaluation Contract.

E. Neighborhood Delineation

The Contractor, with the assistance and approval of the Assessor, will delineate the Town into valuation neighborhoods. These neighborhoods will be determined by analysis of the market factors needed to select comparable sales for the comparable sales approach to value. Boundaries such as highways, natural, economic conditions & zoning etc., shall be considered. Existing neighborhoods will be reviewed and modified as applicable. Each neighborhood unit will, in the Assessor's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood numbers shall be recorded and maintained on the computer database.

F. Depreciation Analysis

The Contractor shall develop percent tables to explain the loss in the value of the improvements from physical, functional and economic causes. A comparison of the physically depreciated replacement cost of sample properties, plus the land with the value produced via income analysis, or sales comparison, will assist in the development of functional and economic obsolescence guides by type of property and location. The end product will be percent good tables, which consider structure, age, condition, desirability and utility. The analysis will be reviewed with the Assessor and a copy will be provided at the completion of the project.

VII. VALUATION OF REAL ESTATE

A. Appraisal of Residential Buildings and Structures:

1. Interior and Exterior Inspections and Property Photos
All residential buildings and structures shall be inspected, classified and measured in accordance to Section 12-62(a) and 12-62(b)(3) of the Connecticut General Statutes.

The Data Collector will first knock on the door to announce their presence. If allowed entrance, the Data Collector will proceed with the inspection and have each interior inspection verified by having an adult owner or adult resident of each building or dwelling unit sign the data collection form. The

data collection form shall indicate the initials of the Data Collector and date(s) of the inspection(s). Information can be gathered at the door from the adult owner or adult resident if interior entrance is denied. If entrance is denied, it will be noted on the collection form. The Contractor will perform an exterior inspection. This inspection will consist of a walk around the property. The inspector will review and verify the structures and components on the field card. Physical measurements will be done as part of the review and verification process. At this time the inspector will also take one photo of each building.

An outline sketch, prepared to scale, shall be made on site for all new structures.

Physical data of the parcel shall be recorded on the data collection form to include topography, street improvements, ponds, power lines, obvious wetlands and other physical characteristics.

Data Mailers

The Contractor shall at their own expense prepare and send out a mailer to the Owner of each parcel of property within the Town of Montville that did not have an Interior Inspection. Included with these data mailers will be a cover letter that explains the purpose and content of the mailer. If owners find any information about the property to be incorrect, they will be instructed to return the data mailer with the corrected information to the Contractor. The Contractor will review with the Assessor the returned data mailers and decide on appropriate action. The format and content of the data mailer, as well as the cover letter, shall be subject to the approval of the Assessor.

The Contractor shall be responsible for making any corrections to the existing revaluation CAMA database as a result of the returned data mailers. The Contractor shall provide the Assessor with the original returned data mailers with applicable changes for input on the pre-valuation CAMA database in the event said revaluation is postponed or delayed. The Contractor will be responsible for the updating of the CAMA database should this situation arise.

Data Mailer Quality Control Plan

The Contractor must work with the Assessor in developing a Data Mailer Quality Control Plan. The data mailer process must have the ability to track multiple mailings, responses to the mailings and additional notifications.

2. Field Review

The Contractor will field review all parcels after final values have been set. The Contractor is responsible for the review of value estimates for all real property parcels to verify that the application of the valuation methodology employed has resulted in the uniform and consistent valuation of comparable properties. The Contractor shall be required to submit final values in a timely manner to be determined by the Assessor. The Contractor will record on the CAMA data file the source of the final appraisal value.

3. Pricing and Valuation

- a. Fair Market Value: Pricing and Valuation of all land and buildings must reflect the fair market value as of October 1, 2021 and shall be done from and in accordance with the previously approved manuals and schedules and the Contract.
- b. Final Valuation: The final valuation shall be the fair market value of the structure plus the market value of the land; such fair market values to be as approved by the Assessor. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered, along with all other factors affecting the value of the property, all of which shall be noted on the property record card.

B. Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties

1. General: All commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above.
2. Description: All buildings shall be identified and described as to component parts of construction, size area, age, usage, and present occupant(s) on the proper forms, as previously described in these specifications.
3. Income Approach: Contractor shall utilize Income and Expense data gathered by the Town for income producing properties. Any Income and Expense data, including OPM Form Number M-58 with accompanying summary reports and rent schedules, when used by the Contractor shall become the property of the Town.

All information filed and furnished shall not be of public record and is not subject to the provisions of Chapter 14, Sections 1-200 et. seq. of the Connecticut General Statutes (the Freedom of Information Act). From these returns and other data sources, such as field investigations and interviews, Contractor with the Assessor will establish market or economic rent and expenses for income producing properties.

Contractor and the Assessor 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, Contractor shall perform the income approach using both actual and economic income and expenses. Contractor shall be responsible for entering all income data into the CAMA system.

4. Yard (Site) Improvements: All yard (site) improvements shall be listed and valued separately.

5. *Commercial Review*: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

C. Mohegan Tribe of Indians of Connecticut Reservation

It is understood that the real property taken into trust by the federal government for the Mohegan Tribe of Indians of Connecticut, a Sovereign Nation, exists within the borders of the Town of Montville and is subject to revaluation of real property pursuant to Section 12-62 of the Connecticut General Statutes. The Contractor shall provide reasonable assistance to the Assessor for the reappraisal and revaluation of the real property on the Mohegan Tribal Reservation. The Contractor will not make direct contact with the Mohegan Tribe and will rely on the direction of the Assessor in the revaluation of the Mohegan Tribal Reservation. The Assessor will supply to the Contractor all buildings, components, yard (site) improvements, structures and land information that will form the reappraisal and revaluation of the real property of the Mohegan Tribal Reservation.

D. Control and Quality Check

1. *Field Checks by Assessor*: The Assessor shall spot check, in the field, properties picked at random by him/her, with or without Contractor's supervisor.
2. *Building Permits*: The Assessor shall enter into the CAMA Software all Building Permits issued during the course of the revaluation to determine that all new construction, additions, and remodeling have been included in Contractor's appraisals.
3. *Incomplete Construction*: Contractor shall code all property record cards which have incomplete improvements of the October 1, 2021 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.

E. Property Record Cards (Street Cards)

Contractor shall complete and file by street order, in digital PDF format, Property Record Cards, commonly referred to as Street Cards. These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape, and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A

computer generated sketch shall also be shown on these cards as well as the property photo.

F. Assessment Notices

At the close of the revaluation and no later than November 23, 2021, a notice shall be sent at the Contractor's expense including envelope, by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. Further, enclosed with such notice shall be a letter specifying the dates, times and places of the informal public hearings with an explanation as to the appeal process. Such notices and letters shall be subject to the prior written approval of the Assessor. Where applicable, a letter shall be enclosed to explain the benefits of and the effect on the new assessment for properties classified as Farm, Forest or Open Space. The notice shall be prepared in conformity with the Connecticut General Statutes, as from time to time amended. A duplicate copy of all letters sent shall be arranged in alphabetical order by street order in Word or digital PDF format and shall be submitted to the Assessor.

G. Informal Public Hearings

At a time and place mutually agreeable to the Assessor and the Contractor following the completion of all review work by the Assessor and the Contractor, but not later than December 20, 2021, the Contractor shall hold public hearings so that property owners, or their legal representatives, may appear at specified times to discuss their new assessments with qualified members of the Contractor's staff.

The Contractor, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide qualified personnel, approved by the Assessor, to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made when warranted.

The Contractor shall have an adequate number of days for the informal public hearings; said hearings shall include evenings and Saturdays. Every property owner shall have the opportunity to an informal hearing with the Contractor within said period of time, agreed upon by the Assessor and the Contractor.

The Contractor shall mail a notice, which reflects the result of the informal hearings at the Contractor's expense. The Assessor, prior to mailing, must approve this notice. A duplicate copy of such notice shall be submitted to the Assessor.

H. Board of Assessment Appeals

The Contractor shall have the Project Supervisor available for two (2) hours of training sessions with the Board of Assessment Appeals prior to the Board's hearings relative to the October 1, 2021 Grand List. After the completion of the duties of the Board of Assessment Appeals, such availability and attendance shall not be required to assist in the settlement of complaints and/or to explain the valuation changes. The Assessor shall enter all changes made by the Board of Assessment Appeals to the valuation file.

I. Litigation

It shall be the sole discretion of the Town whether or not to employ the Contractor for purposes of litigation, but if requested, the Contractor shall be obligated to provide the services and personnel described below.

In the event of appeal to the courts, either pursuant to Section 12-117a or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the Contractor shall furnish a competent witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised, it being understood that the Contractor shall furnish said witness or witnesses on any court action instituted on the October 1, 2021 Grand List assessments until final adjudication by the courts. The Contractor shall cooperate with the Town 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 valuation figure by parties other than the Contractor, unless the figure determined by the Contractor, was unreasonable, insupportable or erroneous in the view of the Assessor.

The Town shall pay for the above-described litigation services the Contractor's per diem rate provided in the Contractor's proposal attached to the Contract.

J. Information to Town

The Contractor shall give to the Assessor any and all information requested, including but not limited to, pricing schedules, hearing information etc., pertaining to the revaluation work for a period of two after completion years (or where there is a pending appeal, until it is finally resolved) of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List without further cost to the Town.

K. Building Cost Schedules

1. General

The Contractor shall prepare for usage in the Project, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, industrial, public utility and agricultural construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before adoption and usage by the Contractor.

2. Types of Cost Schedules

- a. 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 pools, barns, sheds, tennis courts, gazebos, greenhouses, etc.

b. Commercial: 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 deductions for construction components from base specifications.

c. Industrial and Special Structures: 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.

d. 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, silos, milk houses and coops, etc.

3. *Depreciation Schedules*

The depreciation schedules or methods the Contractor will use 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 and farm buildings and shall be approved by the Assessor prior to their use by the Contractor.

4. *Schedules for the Town*

The Contractor will supply and leave for the Town not less than three (3) copies of all building cost schedules and depreciation schedules for the Town's usage, one copy of which shall be turned over to the Assessor upon approval of the schedules, as outlined herein. The schedules shall be in the form of a bound manual and shall be the same schedules used in the CAMA system.

L. *Transmittal of Records to the Assessor*

Regular periodic delivery of appraisals, as completed, shall be turned over to the Assessor for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the Assessor by the dates specified in the schedule agreed upon by the Assessor. All documentation employed in conjunction with this program, including software

programs, shall become the property of the Assessor. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal shall be made as of October 1, 2021.

This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

M. Certification

The Contractor shall meet all requirements set forth in the Contract and no exceptions and/or amendments may be made unless expressly authorized by the Assessor. The Assessor must certify that the values resulting from this Project represent 70% of the fair market value pursuant to Section 12-63 of the Connecticut General Statutes. The new values must also meet the performance-based revaluation standards as set forth under provisions of Sections 12-62i-1 to 12-62i-8 of the Regulations of Connecticut State Agencies.

As a condition of a successful Project completion, the Contractor's work product must meet all certification requirements of the Assessor.

N. Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining 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.

IV. RESPONSIBILITIES OF THE TOWN

A. Nature of Service

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 as to proper valuations, taxable or tax exempt, shall rest with the Assessor.

B. Cooperation

The Assessor, Town and Town Employees will cooperate with and render all reasonable assistance to the Contractor and its employees.

C. Items Furnished by the Town

The Town shall furnish or make available the following:

1. *Maps:* The Town shall furnish the most up-to-date version of the Town of Montville's Geographic Information System (GIS) that is currently available showing streets, property lines, parcel identification numbers and acreage.
2. *Zoning:* The Town shall make available current Town building Zone Regulations and Zoning Map.
3. *Data Inventory:* The Town will provide a CAMA database current to the Grand List of 2019.
4. *Building Permits:* The Town shall enter all building permits in the CAMA database during the course of the revaluation project up to October 1, 2021.
5. *Identification:* The Town shall furnish letters or cards of introduction and authority to inspect real estate in the Town.
6. *Signing of Communications:* The Town shall sign, by the Assessor or other municipal official designated by the Town, communications to be mailed at the Contractor's expense for the purpose of contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.
7. *Mailing Address:* The Town shall make available, through the Assessor's Office, the current mailing address of all property owners.
8. *Office Space:* The Town shall furnish to the Contractor sufficient office space to carry out the terms of the Contract. The Company will take proper care of the office space and all furniture, fixtures, equipment and facilities provided by the Town. At the end of the services under the Contract, the Company shall will return to the Town the office space and all furniture, fixtures and equipment furnished by the Town in the condition in which received, except for ordinary wear and tear and damage by the elements.
9. *Property Transfers and Sales Information:* The Town shall, on a regular basis, enter all property transfers and property splits occurring after said date in the CAMA database.
10. *Obligation to Keep Current:* The Town shall continuously and currently update the information specified above.