

CONTRACT

**THE COMPLETE REAPPRAISAL AND REVALUATION
OF REAL PROPERTY (TAXABLE AND EXEMPT),
LOCATED WITHIN THE CORPORATE LIMITS
OF THE TOWN OF CANTON, CONNECTICUT
EFFECTIVE OCTOBER 1, 2018**

This agreement, made this 7 day of June, 2017, by and between the TOWN of Canton, a municipal corporation, located in the County of Hartford, State of Connecticut, hereinafter termed the TOWN, **acting by and through its FIRST SELECTMAN, Leslee Hill**, having been so duly authorized, and eQUALITY VALUATION SERVICES LLC, **hereinafter termed the CONTRACTOR**.

WITNESSETH THAT:

WHEREAS, the TOWN, through its ASSESSOR, plans to undertake the reappraisal and revaluation of all real property located within the corporate limits of the TOWN; 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 values for assessment purposes.

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The TOWN 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 TOWN and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with the Contract Specifications a copy of which is attached hereto and made a part hereof (*Appendix A*), 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 ("OPM"), pertinent ordinances and agreements of the TOWN, and pertinent decisions of several courts.

2. COMMENCEMENT AND COMPLETION DATES

- Feb 4, 2018 JLC*
- A. The CONTRACTOR agrees to commence the work on or before July 14, 2017.
 - B. The CONTRACTOR agrees to complete the work through the informal public hearings on or before December 30, 2018.
 - C. The CONTRACTOR agrees to adhere to the Time Schedule for the revaluation project as set forth in the **Proposal** which is attached hereto and made a part hereof (*Appendix A*), unless otherwise amended and agreed by the TOWN of CANTON and the CONTRACTOR, eQUALITY VALUATION SERVICES LLC..

3. COMPENSATION

The TOWN agrees to pay the CONTRACTOR the total sum of **\$84,385** as compensation for the CONTRACTOR'S services to be performed, eEquality CAMA Software, operating systems, databases to be delivered, records, materials, forms and supplies to be furnished by the CONTRACTOR at a sum of **\$75,000**. And photos of all +/- 3754 Residential and Condominiums buildings at \$2.50 per building for a total sum of **\$9,385**. The CONTRACTOR and the TOWN agree that the methods of billing and payments shall be set forth in the RFP Specifications.

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4. TRANSFERS, ASSIGNMENT AND SUBLETTING OF CONTRACT

The **CONTRACTOR** agrees that it shall not transfer, assign or sublet the contract, or any part therein, or any interest therein without first receiving prior written approval from the **TOWN** and the bonding company, and further agrees that any such assignment or transfer without prior written approval by the **TOWN** and bonding company shall not release the **CONTRACTOR** from any responsibility or liability as set forth in this contract and specifications.

5. INDEMNIFICATION AND CONDITIONS

- a. The **CONTRACTOR** is an independent **CONTRACTOR** and, such is not and shall not be construed to be an agent or employee of the **TOWN**. The **CONTRACTOR** further agrees to indemnify, hold harmless and defend the **TOWN** at the **CONTRACTOR'S** expense from and against any and all liability and loss, damage or expense of the Town arising from or relating to the services performed by Contractor under this Contract, including but not limited to injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.
- b. Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the **CONTRACTOR** shall deliver to the **TOWN** a certificate(s) of insurance to show compliance with the specifications.
- c. Financially responsible insurers duly licensed to do business in the State of Connecticut shall issue each policy of insurance. The insurers shall be reasonable, acceptable to the **TOWN** 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 **TOWN** and shall provide no less than thirty (30) days notice to the **TOWN** in the event of a cancellation or change in conditions or amounts of coverage.
- e. The **CONTRACTOR** will promptly notify the **TOWN** of any claim or case formally brought against the **CONTRACTOR**.
- f. The **CONTRACTOR** shall maintain performance and payment bonds that will be kept in force until the completion of the contract. Completion of the project shall not be final until all valuation methods comply with Connecticut General Statutes, regulations and policies of both the **ASSESSOR** and **OPM**.

6. MISREPRESENTATIONS OR DEFAULT

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

7. CANCELLATION

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 right here under, to terminate the **CONTRACT** and withhold any payments past due.

If the **CONTRACTOR** fails to perform the **CONTRACT** in accordance with its terms 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 Specifications and any addendum thereto, the **TOWN** shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the **CONTRACTOR** and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another **CONTRACTOR**. If this termination clause is invoked, the **CONTRACTOR'S** agents and employees shall, at the **ASSESSOR'S** direction, if applicable, vacate in an orderly fashion the office space provided by the **TOWN**, leaving behind all records, properly filed and indexed, as well as other property of the **TOWN**. Any funds held by the **TOWN**

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under the Contract shall become the property of the **TOWN** to the extent necessary to reimburse the **TOWN** for its cost in obtaining another **CONTRACTOR** and supervising the transition.

Termination of the contract and retention of funds by the **TOWN** shall not preclude the **TOWN** from bringing an action against the **CONTRACTOR** for damages or exercising any other legal, equitable, or contractual rights the **TOWN** may possess in the event of the **CONTRACTOR'S** failure to perform.

8. LITIGATION

In the event of appeal to the courts, the **CONTRACTOR** shall furnish a competent witness or witnesses, approved by the **ASSESSOR**, to defend the valuation of the properties appraised. It is understood that the **CONTRACTOR** shall furnish said witness or witnesses on any court action instituted on the October 1, 2018 Grand List until final adjudication by the courts. The **CONTRACTOR** shall be limited to five (5) person days for court appeals. A single person day shall be defined as eight (8) hours. The **CONTRACTOR** shall not be held responsible for any assessment changed from the original valuation figure by parties other than the **CONTRACTOR**.

It is understood that the **CONTRACTOR** will bill for services requested by the **ASSESSOR** for court defense and/or preparation in excess of five (5) person days at the rate of \$500 per person day for residential and commercial/industrial properties

**IN WITNESS HEREOF THE TOWN OF CANTON, CONNECTICUT AND eQUALITY
VALUATION SERVICES LLC**

9. DISPUTE RESOLUTION

In the event of a dispute between the parties, upon written notice by either party, the parties agree to resolve said dispute within thirty (30) days by mediation. In the event that mediation is not successful, then, upon written notice by either party, the parties agree to go to binding arbitration within thirty days in Canton, Connecticut before one mutually agreed upon arbitrator. In the event the parties cannot agree on an arbitrator, then they agree to go to the AAA and to abide by its rules and regulations. The parties shall share in the cost of mediation/arbitration and each shall pay their own attorneys; however, the prevailing party may be entitled to an award of reimbursement of both costs and attorney's fees. The decision of the arbitrator shall be final and may be entered in the Connecticut Superior Court as a judgment of the court.

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Have executed this contract on the date first above-mentioned.

IN THE PRESENCE OF:

Chardi
(Witness) Claudia Nardi

Christopher J. O'Herron
(Witness) Christopher J. O'Herron

[Signature]
(Witness)

Dil Goleb
(Witness)

TOWN OF CANTON, CONNECTICUT

[Signature]
By: Robert H. Skinner
Its: Chief Administrative Officer

9-25-17
(Date)

eQUALITY VALUATION SERVICES LLC

[Signature]
By: Vincent Crudele
Its: President

9.28.2017
(Date)