



**TOWN OF WESTON**  
**CONNECTICUT**

**REQUEST FOR PROPOSALS**

**COMPLETE REAPPRAISAL AND REVALUATION**  
**OF REAL PROPERTY**

**FOR THE OCTOBER 1, 2023 GRAND LIST**

**DATE ISSUED: TUESDAY, MAY 3, 2022**

**SUBMISSION DEADLINE: TUESDAY, MAY 24, 2022 AT 2:00 P.M.**

**Questions shall be submitted electronically to:**

**[dhames@westonct.gov](mailto:dhames@westonct.gov)**

**Denise L Hames, CCMA II**

**Assessor Town of Weston**

## SCOPE OF REVALUATION

The project shall be for the complete physical reappraisal of all taxable real estate, and exempt real estate within the corporate limits of the Town of Weston, Connecticut (the "Town"), as of **October 1, 2023**, 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, and buildings.

All work to be carried out in this project and all forms, materials, and supplies utilized in this project shall conform to and be executed in accordance with the applicable requirements of the Secretary of the Office of Policy and Management, the Connecticut General Statutes and the Regulations of Connecticut State Agencies and shall be subject to the direct supervision and approval of the Town's Assessor (the "Assessor").

The value to be determined shall be (70) percent of the full fair market value as defined in the Connecticut General Statutes and shall be based upon recognized methods of appraising.

## TOWN DATA

1. The last revaluation was effective as of October 1, 2018.
2. The population is estimated to be 10,287 (as of 2021).
3. The area of the Town is 20.7 square miles.
4. Administration\Tax Billing System is Quality Data.
5. CAMA System presently used is eQuality.

The Respondent shall value all newly constructed improvements created prior to October 1, 2023, or those incomplete as of this valuation date, and these parcels shall be included in the contract price and valued in the same manner as stated above, and as provided hereinafter.

**APPROXIMATE NUMBER OF TAXABLE ACCOUNTS  
January, 2021**

DESCRIPTION	# OF ACCOUNTS	ASSESSMENT
<b>RESIDENTIAL</b>		
11 RESIDENTIAL	3555	763,856,860
12 RES EXCESS	2042	31,140,040
13 RES DWELLING	3567	1,213,222,770
14 RES OUTBLDG	3567	54,259,440
15 RES CONDO	3	793,000
51 RES VACANT	243	38,216,180
55 VACANT OB	2	3,360,120
<b>Total Residential</b>		<b>2,104,848,410</b>
<b>COMMERCIAL</b>		
200-231	23	205,490,430
<b>Total Commercial</b>	<b>23</b>	<b>205,490,430</b>
<b>PUBLIC UTILITY</b>		
400-452	7	1,554,600
<b>Total Public Utility</b>	<b>7</b>	<b>1,554,600</b>
<b>USE ASSESSMENT</b>		
600 Farm Forest	11	121,800
<b>Total Use</b>	<b>11</b>	<b>121,800</b>
<b>GRAND TOTALS</b>		<b>2,312,015,240</b>

**APPROXIMATE NUMBER OF EXEMPT ACCOUNTS  
JANUARY, 2021**

<b>DESCRIPTION</b>	<b># OF RECORDS</b>	<b>ASSESSMENT</b>
Municipal / BAAX	56	128,316,930
Public / BEAX	2	6,440
Vol Fire / CAAX	1	1,433,420
Education / DBAX	1	305,620
Historical / DDAX	1	705,990
Charitable / DEAX	112	45,659,820
Religious / HAAX, ICAX, JAAX	8	11,540,740
Group Home / KAAX	1	352,800
State Owned / OGBX, OIBX, OJAX	13	1,260,900
Cemeteries / GAAX	2	155,750
<b>TOTALS</b>	<b>197</b>	<b>189,738,410</b>

<b>BUILDING PERMITS ISSUED 2021</b>	<b>241</b>
<b>IMPROVED EXEMPT PARCELS</b>	<b>19</b>
<b>2021 SALES-HOMES</b>	<b>307</b>

## 2023 REVALUATION CONTRACT SPECIFICATIONS

### I. GENERAL CONDITIONS

#### A. SUBMISSION OF PROPOSAL AND AWARD OF CONTRACT

1. Firms interested in providing the Revaluation Program Services are invited to deliver submit (1) one original and (2) two printed copies plus one e-copy via CD, flash drive or memory stick of their proposals (each referred to in this RFP as a "Proposal") to Town of Weston, Assessor's Office, Town Hall, 56 Norfield Road, Weston, CT 06883 in a sealed envelope, which is clearly marked:

#### RFP REVALUATION PROGRAM SERVICES

no later than 2:00 P.M. on TUESDAY, MAY 24, 2022 (the "Submission Deadline").

2. Each corporation, limited liability company, partnership, or individual (a "Respondent" or "Contractor"), must hold from the time of submission of the Proposal through the completion of all work, a valid Connecticut Revaluation Respondent Certificate issued pursuant to Section 12-2c of the Connecticut General Statutes.
3. Each Proposal shall include a copy of the Respondent's Connecticut Revaluation Contractor Certificate and shall itemize the Respondent's qualifications and experience. The Respondent shall submit a complete client list of municipalities to which it has rendered services during the last five years and the nature of those services. The Proposal shall also include a statement showing the number of years the Respondent has actually been engaged as a contractor specializing in municipal tax revaluation services.
4. If required, clarification of these Contract Specifications may be obtained via email by contacting the Town's Assessor, Denise Hames, at [dhames@westonct.gov](mailto:dhames@westonct.gov). To receive consideration, such questions must be received by WEDNESDAY, MAY18, 2022 at 2:00 P.M.
5. Proposals will be received up to the Submission Deadline. Proposals shall be rendered on the Proposal Form attached as Exhibit 1 and shall state clearly any exceptions to the Contract Specifications.
6. A bid bond or certified check in the amount of ten percent (10%) of the Proposal Price must be submitted by the Respondent with its Proposal as a guarantee that, if the contract is awarded to the Respondent, the Respondent will, within two (2) weeks after receipt of notification of award, execute the Contract for Revaluation Program Services attached as Exhibit 2 to this RFP (the "Contract") and furnish a satisfactory performance bond. Alternative contract forms will not be accepted. If

Respondent fails to comply with the provisions of this paragraph, the parties agree that the resulting damages to the Town are not readily ascertainable, that there will be uncertainty and delay for the Town in finding another acceptable Respondent, and resulting expense and inconvenience. Therefore, to avoid controversy, the parties agree that the Town may call the bid bond without objection by the Respondent or retain the funds paid to the Town by the Respondent as reasonable liquidated damages for Respondent's failure to comply with the provisions of this paragraph.

7. Any Proposal may be withdrawn prior to the Submission Deadline, or any authorized postponement thereof. Any withdrawal shall be effective only if delivered to the Assessor in writing prior to the Submission Deadline. Any Proposals received after the Submission Deadline will NOT be considered. No Respondent may withdraw a Proposal within ninety (90) days after the Submission Deadline.
8. The Town reserves the right to reject any and all Proposals and reject any part of any Proposal. The Town reserves the right to waive any informalities in any Proposal deemed not in the best interest of the Town. After Proposals are received, the Town reserves the right to communicate with any or all of the Respondents to clarify the provisions of Proposal. The Town further reserves the right to request additional information at any time after Proposals are opened. The Town has the right to accept the Proposal, which the Town deems to be in the best interest of the Town, whether or not it is the apparent lowest dollar Proposal.
9. Consideration in the awarding of the Contract will be given to price, prior experience and competence of the Respondent, the nature and size of the Respondent's organization and familiarity with the area, and the quality of similar projects the Respondent has completed in the past.

## B. PERSONNEL

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

### 1. Qualifications of Personnel

All personnel assigned to this project shall be subject to approval of the Assessor and shall be subject to removal from this project by the Contractor upon the written request of the Assessor.

### 2. Minimal Qualifications

#### a. Project Manager or Supervisor

The administration of the 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 and shall have not less than five years of practical appraisal experience in the appraisal of residential, commercial, industrial and farm properties.

b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program and shall have at least three years of practical experience in Connecticut in the appraisal of particular types of properties for which they are responsible. There will be no more than two different reviewers/appraisers for this project. They will view all useable property sales encompassing this project.

c. Measurers and Listers

Measurers and Listers shall have not less than three years of experience and training in this phase of the project. No more than three different individuals shall perform this work. The individuals will be required to note all observed home businesses and accessory apartments. Measurers and Listers must be qualified to apply a grade factor to the dwelling.

3. Identification

All field personnel shall carry suitable identification cards supplied by the Contractor and signed by the appropriate municipal official. Such cards shall be laminated and include a recent photograph. All motor vehicles used by field personnel shall be reported to the appropriate municipal official, giving license number, make, model, year and color of vehicle.

Each Respondent employee shall agree to allow a background check by the Town's Police Department and be subject to the Assessor's approval.

4. Conflict of Interest

No resident or Town employee shall be employed by the Respondent, except for clerical purposes, without prior approval of the Assessor.

C. PROTECTION OF THE TOWN

1. Bonding

The Contractor shall, to insure the faithful performance by the Contractor of the terms of this contract, furnish to the Town a performance surety bond in the amount of this contract, which bond shall be issued by a bonding Contractor authorized to do such business in the State of Connecticut. Said bond shall be in a form satisfactory to and approved by the Town attorney. The performance bond shall be delivered to the Town prior to the commencement of actual work. This

bond shall include the appeal requirements of these specifications. It is understood and agreed that upon the completion of the approved delivery to the Town of the Revaluation Project, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of any appeals as described below. This reduced amount of bond shall become effective after the Revaluation Project 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 doings of the Board of Assessment Appeals on the Grand List of October 1, 2023.

2. Insurance

The Contractor shall, at its own expense, provide and keep in force the following:

a. The Contractor shall carry worker's compensation insurance in accordance with the Connecticut Worker's Compensation Laws of the State of Connecticut.

b. Liability

The Contractor shall carry public liability and property damage insurance naming the Town as the "insured" on all policies to save the Town harmless and to completely indemnify the Town against all claims and damages with limits of at least one million dollars (\$1,000,000) per person and five million dollars (\$5,000,000) per occurrence for bodily injury and, at least, one million dollars (\$1,000,000) for property damage; such policies shall be written by an insurer acceptable by the Town, and shall provide that the insurer shall have duty to defend the Town against any and all claims arising from the conduct of the Contractor or any of its agents or employees.. A certificate of insurance to this effect shall be on file in the Town Selectman's office before any phase of this project is begun. The Contractor shall keep all insurance current and the policy shall state that the Town will receive 30 days written notice for non-renewal or cancellation. The insurance must cover claims for damages because of injury arising out of ownership, maintenance or use of a motor vehicle.

3. The Contractor shall save the Town harmless from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract.

4. Penalties

Failure by the Contractor to complete all work prior to **December 29, 2023** shall be cause for a penalty, to be paid by the Contractor, on demand by the Assessor, in the amount of five hundred dollars (\$500.00) per day beyond the date of completion, which is December 29, 2023. For the purposes of this penalty clause only, completion of all work by the Contractor, is defined as follows:



- a. Completed Street cards with all measurements, listings, pricing, review, images and final valuation as of **October 1, 2023**.
- b. Assessment notices sent out, hearings completed for all those wishing to be heard, and all calculations completed and ready for the Board of Assessment Appeals by **December 29, 2023**.
- c. Written certification by the Assessor that the Contractor has fulfilled all contractual requirements of said project.

Penalties due under this clause shall be deducted from the contract price, and represent a fair and equitable estimate of the damages that the Town will suffer if the Contractor's work is not completed by **December 29, 2023**. The Town shall have the right to use the funds withheld from each periodic payment to satisfy in whole or in part, this liquidated damage clause.

#### **D. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY**

If the Contractor does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the Contractor shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or 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.

#### **E. TERMINATION**

If the Contractor fails to perform the contract in accordance of the terms of the Contract or these Contract Specifications or if the Town reasonably doubts that the Contractor's work is progressing in such a manner as to insure compliance with the schedule of completion dates set forth in these 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 or bonding company, to declare the Contract in default and thereby terminated, and to award the Project, or the remaining work thereof, to another Contractor. If this termination clause is invoked, the Contractor's agents and employees shall, at the Assessor's direction vacate, in orderly fashion, the office space provided by the Town, leaving behind all Records, properly filed and indexed, as well as all other property of the Town. Any funds held by the Town under the contract of the Town shall become the property of the Town for its costs in obtaining another contract and supervising the transition. Termination of the Contract and retention of funds by the Town shall not prevent 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.

#### **F. COMPLETION DATE AND TIME SCHEDULE**

##### **1. Awarding of Contract**

When the Town has decided upon the Proposal that best meets the Town's needs, the Town will notify the Respondent that submitted that Proposal (the

**“Successful Respondent”).** The Successful Respondent will be expected to execute and deliver to the Town a Contract for Revaluation Program Services in the form attached to this RFP (the **“Contract”**). Failure to deliver a signed Contract within two (2) weeks after receipt of notice of award will be reasonable grounds for cancellation of the award.

**2. Changes and Subcontracting**

- a. **Changes.** Changes in these Contract Specifications will be permitted only upon written mutual agreement of the Contractor and the Town.
- b. **Subcontracting.** The Contractor shall not assign or transfer any of its obligations under the Contract, or subcontract with any third party without first receiving written approval from the Town and the bonding company. Consent by the Town shall in no way release the Contractor from any responsibility or liability as covered in these Contract Specifications and the Contract.

**3. Project Time Schedule**

The revaluation work shall be started not later than thirty (30) after the execution of the Contract, and must continue in a diligent manner so as to insure completion within the schedule of completion dates set forth below. The Contractor is subject to penalties if the following completion dates are not met:

a. **Completion Dates**

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

- 1. Complete residential data collection by April 1, 2023 (except for current building permits)
- 2. Complete commercial, industrial, public utility and tax exempt data collection by May 1, 2023 (except for current building permits)
- 3. Complete land and building study and set values by August 1, 2023.
- 4. Deliver complete CAMA database, integration of CAMA and GIS software; delivery of Real Estate property cards with new images and sketches, measurements, listings pricing and values to the Assessors by October 23, 2023.
- 5. Assessment Notices mailed to comply with requirements of the Connecticut General Statutes by November 10, 2023 (Contractor to pay postage) and new assessment information to be made available online by the same date.
- 6. Informal hearings to begin no later than December 1, 2023 and end no later than December 20, 2023.

7. All street cards, as corrected and finalized after the informal hearings, to be turned over to the Assessor no later than December 29, 2023.

b. Penalties For Failure to Meet Completion Dates

All completion dates set forth in these Contract Specifications are mandatory. The Contractor warrants and guarantees that it can and will complete the work no later than the dates specified or within the time as extended by the Assessor. Failure by the company to complete the work within the stipulated times, shall be cause for penalty to be paid by the Contractor, on demand by the Assessor, in the amount of Five Hundred Dollars (\$500.00) per day beyond the date of completion.

G. 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, 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 this contract equal to the percentage of work certified as having been performed during said period in accordance with the schedule below, less ten percent (10%) which is to be retained by the Town for payment to the Contractor at such time that it has performed fully and satisfactorily all of its obligations, requirements, and litigation under the Contract. 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, 2023 Grand List.

**Payment Schedule for Percentage of Completed Work**

STAGES OF COMPLETION	% OF TOTAL
1. Bonding, Office Set-up and Project Start-Up	10%
2. Data Collection	30%
3. Data Entry	10%
4. Supervision	10%
5. Valuation Analysis	5%
6. Field Review	10%
7. Final Valuations; Assessment Notices Mailed	10%
8. Informal Hearings Completed and Final Adjustments Made to File	5%
9. Training	5%
10. Board of Assessment Appeals Completion of Duties	5%
11. Litigation (Included in Performance Bond)	0%
<b>TOTAL</b>	<b>100%</b>

## **II. CAMA REQUIREMENTS**

### **A. ASSESSMENT ADMINISTRATION MODULE**

1. Before commencement of sales data collection, each parcel on the legal file/administrative file must be located and matched with the tax maps. A list of all discrepancies between the legal file/administrative file and the tax maps shall be submitted to the Assessor together with recommendations for correcting such discrepancies. The Contractor must implement the recommendations approved by the Assessor.
2. Presently the Town's assessment administration module has the ability to interface with the CAMA System and tax collection modules. The Contractor is responsible for matching all parcels and accounts in the appraisal file with the administrative file. The Contractor shall be responsible for entering an account number or other acceptable means of parcel identification on the CAMA System from which the ability to transfer values from one system to other arises. A list of all discrepancies between the appraisal and administrative system shall be submitted to the Assessor with recommendations for correcting such discrepancies. The Contractor shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing system.

### **B. CAMA SYSTEM**

1. The valuation module shall provide for the determination of the value of all real property based on accepted appraisal methodology, using a table- or formula –driven system. At a minimum, the valuation module shall have the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System must meet the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies.
  - a. With respect to land, the valuation module shall have the capacity to compute value based upon one or more of the following: square feet; acreage; standard lot size; frontage/depth; and or unit. In addition, the module shall allow for the editing of land values based upon market-derived adjustment factors, using at least two of the following: unit value; fractional acreage; and front foot adjusted for depth.
  - b. With respect to residential property, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pool, tennis court, detached garage, and shed); allow for the acceptance, rejection or adjustment of table- or formula - derived values; allow for on-line sketch input; provide for the automatic computation of total square footage; provide for the automatic computation of gross living area; and provide for the computation of other area measurements as defined by the user . In addition, the valuation module shall have the capacity to allow user modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.

- c. With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula-derived values; and provide for the automatic computation of total square footage. In addition, said module shall have the capacity to compute the value of property using the income approach, by use of the direct capitalization method.
2. The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of the assessor; provide for the random printing of cards; provide for the printing of sketches showing dimensions; insure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel.
  3. The valuation module shall include a general report writer capable of printing two screen and hard copy, and/or providing the data listed in the data management module to a magnetic diskette. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analysis based upon pre-defined and user-defined criteria.
  4. Output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/ assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales /assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the coefficient of variation; the price-related differential; and the "unsold property test".
  5. It is critical that the Assessor have the ability to log in to the CAMA System while Contractor's personnel are completing the various stages of the project. Accordingly, each Proposal should describe in detail how the Contractor will coordinate access to the CAMA System so that the Assessor and/or his designee will be able to monitor Contractor's work.

**C. IMAGING**

Updating of all existing images, as well as, images of all new construction and any properties presently missing an image from our database, shall be included in the cost of the Proposal by the Contractor.

**III. RESPONSIBILITIES OF CONTRACTOR**

The Contractor is responsible for the fulfilling of all requirements stated in this RFP 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 this RFP or requested by the Assessor

**A. PERIODIC STATUS REPORTS**

The Contractor shall submit to the Assessor monthly status reports as well as any work completed that is to be reviewed by the Assessor. The report shall contain specifics as to the

work completed and the work to be done in the next month. The Assessor shall review and evaluate the progress of the project, and shall notify the Contractor whether the work performed is satisfactory and timely or not.

**B. MANAGEMENT PLAN**

The Contractor is required to provide such plan as required by the Connecticut State Statutes or OPM.

**C. PUBLIC RELATIONS**

The Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media (including the Town web site), such as meeting with taxpayers, public officials as requested and/or service clubs as a means of establishing an understanding of and support for the revaluation program and sound assessment administration. The Contractor shall supply visual aids and other media at its disposal to this end. The Assessor, prior to the release, shall approve all public releases.

The Contractor's employees shall, at all times, treat the residents, employees, and taxpayers of the Town with respect and courtesy. The Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

**D. RECORDS**

The Contractor shall provide all record cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the Town.

**1. Records are Town Property**

The original records and computations, including machine-readable data bases, made by the Contractor in connection with any appraisal of property in Weston, 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 all information pertaining to the revaluation work for a period of one year after the completion of the duties of the Board of Assessment Appeals, but not be limited to:

Tax maps; Land Value Maps; Materials and Wages, Cost investigations and Schedules; Property cards with Property valuations; Sales Data; Capitalization Rate Data; Depreciation Tables; Computations of Land and Building Values; Cost documents for each parcel; All letters or memoranda to individuals or groups explaining methods used in appraisal; Operating Statement of Income Properties; and Duplicate Notices of Increases.

**2. Street Cards**

Field record cards are to be filed in Street order. 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, current and prior owner of record, current and prior assessment, source of title, size, shape and physical characteristics of land, with the

breakdown of acreage along with the unit of value, public utilities available, public improvements, P.A. 490 calculations, and zoning regulations in effect as of assessment date.

### 3. Sketches

All physical improvements shall be measured, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical and functional depreciation; depreciated values, fair market values, as well as 70% assessment value will be shown. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions.

## **IV. VALUATION STANDARDS**

All valuation methods shall comply with Connecticut General Statutes, regulations and policies of OPM.

### **1. 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 Contractor in its Proposal must describe all adjustment techniques.

#### **a. Sales Verification**

The Contractor and the Assessor shall determine the validity of all sales for the past two years. A complete inspection and measurement check must be made of the property to determine the correctness of the current physical listing. A sales file shall be developed which will reflect the property characteristics of the property as of the date of sale. These validated sales will be the basis for the comparable sales approach for the residential properties. The Contractor shall develop and provide the Assessor with written documentation for the sales verification effort.

### **2. 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, 2023** valuation date.

### **3. INCOME APPROACH**

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

discount the annual cash flows for the holding period and the reversion at a specified yield rate.

#### **4. LAND VALUATION**

The land values will be derived from market sales and/or land residual analysis. The land values will be set by the Contractor and reviewed by the Assessor. In the event of any disagreement between the Assessor and the Contractor, the Assessor shall have the final decision confirming all land values and methods. The Contractor, if applicable, shall calculate both full value and the 490 values.

#### **5. DEPRECIATION ANALYSIS**

The Contractor shall develop and explain separately each depreciation on the property record card and/or worksheet, (if used). Land values shall be added to the depreciated improvement value. Compare the depreciated replacement cost of each property with the value produced via income analysis, or sales comparison, and develop obsolescence guides by type of property and location. Analysis should be reviewed with the Assessor and a copy shall be provided at the completion of the project.

#### **V. VALUATION OF REAL ESTATE**

The Contractor will calculate a market value for each parcel that will be comprised of a land, building, outbuilding, and total value. The final value shall reflect 70% of fair market value as of **October 1, 2023**. The Contractor shall compute to the nearest 10 dollars the value of all properties identified above.

#### **VI. REVALUATION INSPECTION REQUIREMENTS**

- 1) All Parcels/Properties are to be visited in person.
- 2) A Pre-Collection post card will be mailed, at the expense of the Contractor, informing the property owner that a collector will be in their area.
- 3) An Image will be taken of all buildings with Living Area.
- 4) An Exterior Inspection will be performed.
- 5) In Interior Inspection will be attempted at the time of the Exterior Inspection.
- 6) Call Back Data Mailers will be sent to each residential and condominium building where entry was not made.
  - a. A return envelope will be provided.
  - b. No return postage is included
- 7) The option to submit the Data Mailer Online will be provided.
- 8) Property owners may request a phone call or virtual inspection via the return or submittal of the data mailer. All requesting a call or virtual inspection will be contacted.
- 9) All Commercial properties will be inspected to determine segment uses for value as needed.
- 10) Sales Verification letters will be mailed for 2 years of sales.
- 11) All Building Permits will be collected.
- 12) Virtual Inspections may be performed when the initial physical entry is not achieved.
- 13) Online Listings may be used in place of Physical Inspections.
- 14) Hearings may be performed virtually or by phone only. In Person may not be required.



## **APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

The Contractor shall visit all parcels listed in the Section Titled, "REVALUATION INSPECTION REQUIREMENTS".

### **1. EXTERIOR INSPECTIONS**

An Image will be taken of each Building with Living Area.

- a. The inspector will perform a walk around inspection to verify the sketch on the card. Measurements will be taken as needed when the sketch does not match the structure.
- b. Additional yard items will be collected as specified by the Assessor.
- c. An outline sketch, prepared to scale, shall be made on site for all new structures with Living Area.
- d. Review and verify the structures to the sketch and components on the field card. The inspector will also make note of the condition of the structures to assist in the review process.

### **2. INTERIOR INSPECTIONS**

- a. The collector shall make an attempt to perform an Interior Inspection of each building with Living Area while taking the new image of each building with living area.
- b. The data collector shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection form.
- c. When entrance to a building for an inspection is refused, the data collector shall make note of the fact and notify the Assessor of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The Assessor will review the situation and if the Assessor is unable to gain cooperation of the party involved, then the Assessor shall so notify the Contractor, and the Contractor shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at a value, conspicuously on the property record card.
- d. The data collection form shall indicate the initials of the data collector and date(s) of the inspection(s).
- e. After one attempt, when an interior is not preformed, a Call Back Data Mailer will be sent to the homeowner with the option to have a virtual interior inspection performed.

### **3. CALL BACK DATA MAILER**

The Contractor shall, at its own expense, prepare and send out a mailer to the owner of each

parcel of Residential and Condominium property. The data mailer will explain 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.

A return envelope will be provided. No return postage is required.

The format and content of the data mailer shall be subject to the approval of the Assessor. The data mailers shall include, but not be limited to the following information:

Total Living Area	Number of Bathrooms
Basement Area	Other Features
Finished Basement	Heating System
Year Built	Heating Fuel
Building Style	Central Air Conditioning
Total Number of Rooms	Outbuildings
Number of Bedrooms	

The Contractor will be responsible for making any corrections to the revaluation CAMA database as a result of the returned data mailers. The Contractor shall provide the Assessor with the original returned data.

#### **4. 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. Data mailers need to be barcoded and scanned into the CAMA system.

#### **5. REVIEW**

All property information shall be reviewed by the Contractor's personnel that are qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification and condition to assure that their value is correlated to comparable properties and coded as such in CAMA system. The CAMA system must indicate date review was performed. Images and Technology may be used for the review.

#### **A. RESIDENTIAL PROPERTIES**

The market approach is the preferred valuation methodology for parcels in the residential category. A summary of the cost approach for a subject and up to 5 comparable sales, showing the basic inventory information for each, will be used. The comparable sales in the same market environment will not be merely similar properties, but will be the three to five most comparable sales in the entire sales file. This determination will be made by calculating a weighted measure of comparability based on the relative importance of each physical characteristic (location, size, age, grade, & condition etc.). The sales, which most closely resemble the subject, will then be selected as comparable. Each individual selling price will then be adjusted to reflect differences in sales dates and physical descriptions to arrive at an adjusted selling price for each sale.

## **B. COMMERCIAL/INDUSTRIAL PROPERTIES**

The appraisal of income producing properties relies heavily on an analysis of what the prudent investor would pay for a given property based on the income stream that the property could reasonably be expected to produce. In this regard, the actual income/expense information for each property will be collected and analyzed to arrive at a capitalization rate reflective of the market environment. All three approaches to value will be considered in determining the most accurate reflection of market value with relation to all commercial and industrial properties. The income approach cannot be relied upon as the single determinant. Comparable sales in adjoining towns may be used if Weston lacks sufficient sales levels.

The Town will be responsible for the collection of these income/expense forms, while the Contractor will be responsible for the field verification of this data. The Contractor subject to the approval of the Assessor will handle the analysis of the data. Any income and expense data, including OPM Form #M-58 with accompanying summary reports and rent schedules, shall become the property of the Town. It shall be understood by the Contractor and the Assessor that all information filed and furnished with Form #M-58 is not public record subject to the provisions of Section 1-19 (Freedom of Information Act) of the Connecticut General Statutes.

The CAMA System will give the appraiser the ability to model the market place by physical characteristics, construction type, and actual use for income producing properties and apply the results of the models to individual commercial or industrial properties. The models are used to assign appropriate economic rent and expense information that is keyed to the location of the property and the allocation of building space for potential or actual use.

The review appraiser will be provided with a single review document which provides information regarding the physical characteristics of the property, the indicated cost approach, and one or more approaches to value that have already been adjusted to reflect the location, age, and condition of the subject property.

Capitalization rates shall be developed by type of property, and location. When the Assessor has approved capitalization rates and techniques, the Contractor shall perform income approaches using both actual and economic income and expense data.

## **C. FIELD REVIEW**

The Contractor will field review all parcels after 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 (cost, market, income, appraiser override, etc.)

Individuals conducting this phase of the program must have valuation expertise, field review experience and knowledge of the valuation techniques employed in the Town, as well as complete familiarity with the revaluation project. During review valuation changes are made due to data error, the data must be corrected on the property file by the Contractor.

The Contractor shall provide the Assessor with written procedures for the conduct of valuation

field review at least ten (10) days prior to the scheduled date for the commencement of the valuation field review. The Assessor shall be entitled to accompany the supervisor during this phase of the revaluation.

#### **D. ASSESSMENT NOTICES**

At the close of the revaluation, a notice shall be sent at the ContractorS' 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. The notice shall be prepared in duplicate and in conformity with the Connecticut General Statutes, as from time to time amended. Further, enclosed with such notice shall be a letter specifying the dates, times, and place of the informal public hearings with an explanation as to the appeal process. Such notices and letters shall be subject to the approval of the Assessor. A duplicate copy of all letters sent shall be arranged in alphabetical order and left with 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 Assessor prior to its mailings shall approve said letter. Access to assessment data shall be available to the public online during the informal hearing process.

#### **E. INFORMAL PUBLIC HEARINGS**

1. At a time mutually agreeable to the Assessor and the Contractor following completion of all review work by the Assessor and the Contractor, 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.
2. The Contractor, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide adequate personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made when warranted.
3. The Contractor shall have an adequate number of days for the informal public hearings, said hearings to include at 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.
4. The Contractor shall mail a notice that 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.

#### **F. BOARD OF ASSESSMENT APPEALS**

The Contractor shall have the project supervisor available for a 3-hour Training session with the Board of Assessment Appeals prior to the Board's hearings on the October1, 2023 Grand List, and shall have a qualified member of its staff available for attendance at any deliberations of the Board of Assessment Appeals meetings to be held after the completion of the revaluation, Sundays excluded, including any permitted extension, for the completion of the duties of the Board of Assessment Appeals on the October 1, 2023 Grand List, to assist in the settlement of complaints and to explain the valuations made. The Contractor shall enter all changes to the file of all valuations made by the Board of Assessment Appeals and generate new street cards and

summary reports if requested by the Assessor.

#### **G. LITIGATION**

In the event of appeal to the courts, the Contractor shall furnish a competent witness or witnesses to defend the valuation of the properties appraised, it being understood that the Contractor shall furnish five days of said witnesses for each court action instituted on the October 1, 2023 Grand List assessments at no charge, after the initial five days, a per diem rate of \$500.00 will be charged. A single per diem shall be defined as eight (8) hours. The Contractor shall furnish, if requested, at an additional cost to the Town, at least one Connecticut appraiser or MAI certified to perform residential, commercial and industrial appraisals, with first hand knowledge of the project and the Contractor's duties under the contract, to defend the valuation of the properties appraised and/or the methods and techniques used by the Contractor, it being understood that the Contractor shall furnish said witness or witnesses in any court action until final adjudication by the courts. The Contractor shall also provide supporting data including written appraisals, if deemed necessary by the Assessor, for any said court appeal(s). The Contractor shall also comply with any request by the Town to answer interrogatories provide witnesses for depositions, or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence of this section. The Contractor shall not be held responsible for any assessment changed from the original revaluation figure by parties other than the Contractor unless the figure determined by the Contractor was unreasonable, unsupported, or erroneous in the view of the Assessor. If an action arises to revoke the revaluation of the October 1, 2023 Grand List, the Contractor shall provide competent witnesses to defend the revaluation at a reasonable set cost to the Town.

#### **H. CAMA COSTS AND SOFTWARE**

The Contractor shall provide an itemized list of costs for software, license fees, customizations to the TownS' CAMA system, if any, warranty and maintenance fees, and upgrades. Any new software must be able to integrate with the TownS' present system and have the ability to generate various reports.

#### **I. ASSESSORS' OFFICE STAFF TRAINING PROGRAM**

The Contractor will be responsible for training local staff in such manner that, at the end of the project, the Assessors' Office will be knowledgeable in the operation of all phases of the valuation system. On-the-job training where feasible shall consist of the municipal assessors and their office staff working in the appropriate phases of this project under the Contractor's supervision. The Contractor shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the project.

#### **J. 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 of property shall be made as

of **October 1, 2023**. This information and/or appraisal or record shall not be made public until after the informal hearings.

**K. CERTIFICATION**

The Contractor shall meet all requirements set forth in this document 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 Connecticut State Statutes Section 12-63. As a condition of a successful project completion, the Contractor's work product must meet all the performance-based testing standards as adopted by the Office of Policy and Management through a requirement set forth in Connecticut General Statutes Section 12-62(i) (as amended by Public Act 95-283 and Public Act 06-148)

**VI. 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, the Town, and its employees will cooperate with and render reasonable assistance to the Contractor and its employees.

**C. ITEMS FURNISHED BY THE TOWN**

The Town will furnish the following to the Contractor:

**1. Maps**

The Assessors shall provide two (2) copies of available tax maps. The Assessors shall also provide available parcel identification data for each parcel of real property including at a minimum the following items all current legal information, i.e. ownership, property location, mailing address, map-lot number.

**2. Land Dimensions**

The Assessor shall be responsible for providing accurate lot sizes and total acreage of all pieces of property where the tax maps or present records fail to disclose measurements or acreage.

**3. Zoning**

The Town shall provide current zoning and planning regulations and zoning maps.

**4. Property Transfers**

The Town will notify the Contractor on a regular basis, of transfers and property splits

occurring after October 1, 2021. The Contractor shall update owner and street property record cards.

5. Data Inventory

The following data: owner of record, location of property, deed references, map and lot references, age and date of construction of all buildings, if available, and lot size or amount of acreage, or any other pertinent information shall be given to the Contractor.

6. Building Permits

Records of all building permits issued during the course of the revaluation project up to October 1, 2023. All such records shall be returned to the Town.

7. Mailing Address

The Assessor shall provide through the Assessor and/or the Tax Collector's Office the current mailing address of all property owners.

8. Office Space

Office space, as available, will be provided to the Contractor to carry out the project.

*{This space intentionally left blank. The next page is Exhibit 1 - Proposal Form.}*

**EXHIBIT 1: PROPOSAL FORM**

**PROJECT: THE COMPLETE FULL REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF WESTON, CONNECTICUT (THE “TOWN”), EFFECTIVE OCTOBER 1, 2023.**

The undersigned Respondent affirms and declares:

- 1. That this Proposal is executed by said Contractor with full knowledge and acceptance of the Contract and the Contract Specifications included in the RFP on the project.
- 2. That, if awarded the Contract, the Contractor will furnish the services, for which this Proposal is submitted at the price bid and in compliance with the provisions of the Contract and the Contract Specifications.
- 3. That this Proposal is accompanied by a bond in the amount of ten (10%) percent of the total dollar bid in the form and amount indicated below.

_____ BID BOND	AMOUNT \$ _____
_____ CERTIFIED CHECK	AMOUNT \$ _____

If a surety bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Connecticut, and acceptable to the Town. If a certified check is submitted, it shall be payable to “Town of Weston”.

- 4. That at least one representative of the Contractor has visited the Town, is familiar with its geography, general character of housing and its commercial and industrial areas, has examined the quality and condition of the Assessor’s records, and has taken such steps as are necessary to make the Contractor knowledgeable of all matters and conditions in the Town which would influence this Proposal.
- 5. That all items, documents, and information required to accompany this Proposal are enclosed herewith.
- 6. That the Contractor proposes to furnish the services and materials required to complete the Revaluation in accordance with the Contract and Contract Specifications for the total amount of:

\_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_ .00)  
**Written Dollar Amount**

- 7. That, if the Contractor proposes any changes or options to the Contract Specifications, change or option and the increase or decrease in the total proposal amount due to each change or option shall be listed below.

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8. That the Contractor understands and accepts that, although the dollar amount of this Proposal is a major factor for consideration, the Town reserves the right to award the Contract to other than the Respondent submitting the lowest dollar proposal after analysis of additional factors outlined in the Contract Specifications.

**FIRM NAME  
OF RESPONDENT** \_\_\_\_\_

**BY (SIGNATURE)** \_\_\_\_\_

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

*{Signature page to Proposal Form}*

**EXHIBIT 2**

**REVALUATION SERVICES CONTRACT**

This Revaluation Services Contract (the “Contract”) is dated \_\_\_\_\_, 2022 (the “Effective Date”) by and between the TOWN OF WESTON, (the “Town”) and \_\_\_\_\_ (the “Contractor”).

WHEREAS, the Town, through its Assessor, plans to undertake a complete reappraisal and revaluation of all taxable and exempt real property, located within the corporate limits of the Town, for the Grand List of October 1, 2023 (the “2023 Revaluation”) and to engage the Contractor for the 2023 Revaluation; and

WHEREAS, the Contractor is to assist the Assessor in making the reappraisal and revaluation representing that the Contractor is experienced and qualified to carry on such work, and is familiar, with the recognized appraisal practices and with the standards required for determining values for local property tax purposes.

NOW, THEREFORE, the Town and the Contractor, for the consideration and in accordance with the terms and conditions hereafter set forth hereby agree as follows.

**A. Contract Documents.** The Contract shall consist of this Contract and the terms and conditions of the Request for Proposals (a copy of which is attached hereto), including the Contract Specifications, the Proposal Form, any addenda thereto, and any exhibits hereto, all of which are made a part of this Contract with the same effect as though fully set forth herein. Any conflict between the provisions of this Contract and other Contract Document will be resolved in favor of the provision that provides for a higher standard of obligation by the Contractor.

**B. Definitions.** For purposes of this Contract, the following capitalized words and phrases shall have the meanings indicated below.

1. “Assessor” means the duly appointed Town Assessor of the Town.
2. “CGS” means the Connecticut General Statutes, as amended.
3. “Contract Specifications” means the 2023 Revaluation Contract Specifications attached to the Request for Proposal.
4. “Revaluation” means a revaluation of all taxable and exempt real property located within the corporate limits of the Town of Weston for the October 1, 2023 Grand List as mandated by CGS § 12-62.

**C. Contractor’s Representations and Warranties.** The Contractor hereby represents, warrants and covenants to the Town as of the date hereof the following.

1. The Contractor is a \_\_\_\_\_ duly organized and existing under the laws of the State of \_\_\_\_\_.

2. The undersigned representative of the Contractor has been authorized and empowered to execute this Contract by a resolution of the Contractor's \_\_\_\_\_ dated \_\_\_\_\_, 2022.

3. The Contractor is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the Contractor and its agents and employees are properly qualified and certified/licensed by the State of Connecticut to perform the duties contemplated under this Contract.

4. The Contractor is experienced in Computer Assisted Mass Appraisal revaluation and the Contractor and its agents and employees are properly qualified and certified/licensed in the State of Connecticut to perform all those duties related to a computer revaluation.

5. The Contractor holds and will maintain in effect during the term of the Contract, a currently valid Connecticut Revaluation Company Certification, as outlined in CGS § 12-2c.

6. There are no previous, pending or anticipated criminal or civil actions, or investigations pending or at risk against or affecting the Contractor, that have been initiated by any state or political subdivision for which the Contractor is performing or has performed revaluation services during the past five (5) years, such actions, suits, proceedings or investigations must be disclosed in writing by the Contractor or on an exhibit executed by the Contractor and attached to and made a part of the Contractor's proposal.

7. No statement of fact made by or on behalf of the Contractor in this Contract, or in any certificate or exhibit furnished to the Town pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein not misleading.

8. The Contractor understands all the terms and conditions of this Contract, and hereby agrees to adhere to the terms and conditions in this Contract.

**D. Engagement of Contractor.** The Town engages the Contractor for the project and the Contractor agrees to assist the Town's Assessor in conducting the project and to perform all the services and finish all the records, materials, forms, supplies, and systems required by and in complete accordance with this Contract and the Contract Specifications. All labor, records, materials, forms, supplies, and systems shall be in compliance with the requirements of the applicable CGS, the Regulations of Connecticut State Agencies, rulings of the Secretary of the Office of Policy and Management, ordinances of the Town, and pertinent court decisions of all applicable courts in effect as of October 1, 2023. After the services of the Contractor to the Town pursuant to this Contract have been completed, the Contractor shall continue to be obligated to provide the Town with access to any of the Contractor's records related to the project which the Town may request from time to time in the future. The Contractor shall continue to be obligated to respond to any such requests from the Town within a reasonable period of time.

**E. Commencement and Completion Dates, Penalties.**

1. The Contractor agrees to commence the work no later than 30 days from the signing of this contract.

2. The Contractor agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA database in accordance with the Contract Specifications on or before December 29, 2023.

3. The Contractor agrees to adhere to the Project Time Schedule set forth in the Contract Specifications.

4. The Contractor shall pay the Town liquidated damages in the sum of Five Hundred (\$500) per day for each day lost caused by the failure of the Contractor to complete the work as of the time stipulated in the Project Time Schedule set forth in the Contract Specifications.

5. The Contractor shall pay Five Hundred Dollars (\$500) per day penalty for failure to meet the deadlines set forth in the section entitled "Penalties for Failure to Meet Completion Dates" in the Contract Specifications.

F. **Severability.** If any part of any clause or provision of this 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 this Contract.

G. **Assignment and Subcontracting Prohibited.** The Contractor shall not assign this Contract or assign or subcontract any of obligations under this Contract without first receiving prior written approval from the Assessor. Any purported assignment or subcontracting without prior written approval of the Assessor shall in every case be null and void. Any approval of a request for permission to assign or subcontract, if given, by the Assessor shall not release the Contractor from any responsibility or liability as set forth in this Contract.

H. **Contract Price.** The Town agrees to pay to the Contractor the total sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) (the "**Contract Price**") as compensation for the services to be performed and the records, materials, forms, supplies and systems to be furnished by the Contractor under this Contract. The Contract Price represents the final and complete price for all services, items and systems furnished by, and expenses incurred by the Contractor pursuant to this Contract. The Contractor and the Town agree that the methods of billing and payment schedule shall be as set forth in the Contract Specifications, including, without limitation, fiscal year limitations.

I. **No Waiver.** Any delay or failure by either party to exercise any right under this Contract, or any Party's partial exercise of any right under this Contract, shall not constitute a waiver of such right or any other right. The waiver by either Party of any particular breach of this Contract or right hereunder shall not operate or be construed as a waiver of any other breach of this Contract or right hereunder, and no such waiver shall be effective unless set forth in writing by Contractor or the Town.

J. **Standard of Service.** The Contractor, at all times, shall act in good faith and use its best efforts to provide high quality services to assist the Assessor in completing the Revaluation.

K. **Governing Law and Jurisdiction.** This Contract and the rights and obligations of the Parties shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Contractor and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Contract or its enforcement.

L. **Notices.** All notices required or permitted to be given under this Contract shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or

registered mail, addressed to the Party for whom such notice is intended at the Party's address set forth below or such other address as either Party may designate in writing to the other Party.

If to the Town, addressed to:  
First Selectwoman, Samantha Nestor  
Town of Weston  
56 Norfield Road  
Weston, CT 06883

If to Contractor, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**M. Captions.** Any title or caption contained in this Contract is for convenience only and shall not be deemed a substantive part of this Contract.

**N. Counterparts.** This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Contract. The parties agree that this Contract may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Contract. The parties intend that faxed or electronic signatures constitute original signatures and that a Contract containing the signatures (original, facsimile or electronic) of both parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party.

*{This space intentionally left blank. The next page is the signature page.}*

WHEREFORE, the Town and the Contractor have entered into this Contract as of the Effective Date.

**CONTRACTOR:**

\_\_\_\_\_

By:  
Its:

**TOWN OF WESTON**

\_\_\_\_\_

By: Samantha Nestor  
Its: First Selectwoman

*{Signature page to Revaluation Services Contract}*