

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this 13th day of March, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as “APPRAISER,” party of the second part.

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER to provide appraisal for the Tax Department of the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2023 through December 31, 2023 for an amount not to exceed \$60,000.00 at the rates set forth in APPRAISER’s proposal to the TOWNSHIP, annexed hereto as Exhibit “A.”

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the TOWNSHIP encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specifically the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

WITNESS:

Sequoia Blair

Dated: **13.March.2023**

By:_____
SUSAN McCARTNEY, MAYOR

Dated:

ASSOCIATED APPRAISAL GROUP, INC.

By: 

Darren N. Raymond

Dated: **13.March.2023**

EXHIBIT A

HOURLY RATES and CHARGES - ADDED ASSESSMENTS

CLASS 2 PROPERTIES:

Decks, Porches, CAC, Siding/Windows, Bath/Kitchen Renovations, Finished Basement and all other miscellaneous:	\$50.00
Additions:	\$70.00
Additions over 1,000 square feet	\$80.00
New Construction	\$100.00
New Construction over 5,000 square feet	\$150.00

CLASS 4A PROPERTIES:

Up to \$250,000 value added (Improvement)	\$200.00
\$250,000 to \$500,000 value added	\$250.00
\$500,000 to \$1,000,000 value added	\$500.00
\$1,000,000 to \$5,000,000 value added	\$750.00
Over \$5,000,000	\$1,000.00

CLASS 4B PROPERTIES:

Up to \$250,000 value added (Improvement)	\$200.00
\$250,000 to \$500,000 value added	\$250.00
\$500,000 to \$1,000,000 value added	\$500.00
\$1,000,000 to \$5,000,000 value added	\$750.00
Over \$5,000,000	\$1,000.00

CLASS 4C PROPERTIES:

4 to 8 Units	\$200.00
9 to 16 Units	\$275.00
17 to 32 Units	\$750.00
33 to 64 Units	\$1,000.00
Over 64 Units	\$1,500.00

CLASS 15 PROPERTIES:

All Types	\$150.00
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UPDATES OF PERMITS IN PROGRESS:

All Types	\$25.00
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