

AGREEMENT FOR APPRAISAL SERVICES
FOR THE REVALUATION PROGRAM AND REVIEW
OF CLASS IV PROPOSED VALUATION FOR THE TOWNSHIP OF WEST ORANGE

THIS AGREEMENT, dated as of the 16th day of **May, 2023** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **HENDRICKS APPRAISAL COMPANY, LLC.** (hereinafter referred to as the "Contractor"), having its principal offices at Seven Hutton Avenue, West Orange, New Jersey 07052.

WHEREAS, Contractor has been retained by the Township to provide appraisal services pursuant to Resolution 77-23 adopted by the Township Council on March 21, 2023; and

WHEREAS, on March 10, 2023, in response to a request from the Township, Contractor submitted a proposal for appraisal services as part of the Township Revaluation Program to provide review of Class IV Proposed Valuations ("Revaluation Appraisal Services"), annexed hereto as Exhibit "A," for a cost not to exceed of \$75,000.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Revaluation Appraisal Services consistent with the scope of services as set forth in the Contractor's Proposal submitted on March 10, 2023 (the "Proposal") for a not to exceed **\$75,000** as set forth in the Proposal.

2. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

3. Neither this Agreement nor the monies to become due hereunder are assignable.

4. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

5. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

6. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by

the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

7. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

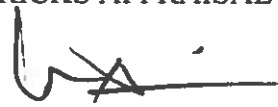
ATTEST:


Name: Anita M. Hendricks

ATTEST: _

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

HENDRICKS APPRAISAL COMPANY, LLC



Name: MARK HENDRICKS

TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR SUSAN McCARTNEY