

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 21, 2020

NUMBER 178-2020

TITLE: A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND HENDRICKS APPRAISAL COMPANY, LLC., REAL ESTATE APPRAISALS RESEARCH & CONSULTING, SEVEN HUTTON AVENUE, WEST ORANGE, NEW JERSEY 07052 FOR REAL ESTATE APPRAISAL SERVICES FROM A PERIOD OF APRIL 1, 2020 THROUGH DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$30,000.00.

WHEREAS, on February 6, 2020 the City of Orange Township published Request for Qualifications seeking to contract for real estate appraisal services; and,

WHEREAS, one (5) bid was received in response to the Request for Qualifications; and

WHEREAS, Hendricks Appraisal Company, LLC., Real Estate Appraisals Research & Consulting, Seven Hutton Avenue, West Orange, New Jersey 07052 has submitted a proposal to perform the aforesaid services; and

WHEREAS, Hendricks Appraisal Company, LLC., Real Estate Appraisals Research & Consulting, is qualified to provide the services of the type and nature to carry out the aforesaid services.

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds certifying that funds are available under Account No. 0-01-20-170-000-528.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into agreements with Hendricks Appraisal Company, LLC., for real estate appraisal services from a period of April 1, 2020 through December 31, 2020 in an amount not to exceed \$30,000.00.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Vaughn Harcourt on behalf of the City Attorney

CITY ATTORNEY

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: Hendricks Appraisal Co. LLC.
Address: 7 Hutton Ave

City: West Orange
State: New Jersey
Zip Code: 07052

Purpose: Provide Real Estate Appraisal Services
Vendor ID: HENDR010

Temporary Budget: \$ 15,000.00
Fund: Current Fund
Line Description PLD - Planning Division - Contractual Services
Account Numbers(s): CY'20 0-01-20-170-000-528

The remainder of: \$ 15,000.00
will be provided in
Fund: Current Fund
Line Description PLD - Planning Division - Contractual Services
Account Numbers(s): CY'20 0-01-20-170-000-528

Purchase Order Number : 20-00791

Amount not to exceed: \$ 30,000.00

Division Head

Date

Nile Clements

4-16-2020

Chief Financial Officer

Date

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To Ordinance §4-70, et seq.
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

HENDRICKS APPRAISAL COMPANY, LLC

(Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the CITY OF ORANGE TOWNSHIP as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren, Esq., Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Wooten	
Hon. Tency A. Eason	
Hon. Christopher Jackson	
Hon. Harold J. Johnson	
Hon. Jamle Summers-Johnson	
Hon. Donna K. Williams	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mark Hendricks	4 Luciana Lane, East Hanover, N.J.
Jeffrey Hendricks	1 Rose Lane, Summit, N.J.

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HENDRICKS APPRAISAL COMPANY, LLC

Signed: [Signature] Title: Principal + CEO

Print Name: Mark Hendricks Date: 3-2-2020

Subscribed and sworn before me the 2 day of March, 2020
[Signature] (Affiant)
 My Commission expires: _____
 Notary Public of the State of NJ at name & title of affiant (Corporate Seal)
 My Commission Expires 3/4/23

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

HENDRICKS APPRAISAL COMPANY, L.L.C.

TAXPAYER IDENTIFICATION#:

222-637-950/000

ADDRESS:

SEVEN HUTTON AVENUE
WEST ORANGE NJ 07052-4803

EFFECTIVE DATE:

01/31/97

TRADE NAME:

SEQUENCE NUMBER:

1012365

ISSUANCE DATE:

09/03/03

John S. Tully
Active Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

AGREEMENT

This is an agreement, made on _____ 2020 between the City of Orange Township, (the“City”) with an address at 29 North Day Street, Orange, New Jersey 07050, and 4. Hendricks Appraisal Company, LLC, with an address at Seven Hutton Avenue, West Orange, New Jersey 07050.

RECITALS

WHEREAS, the City is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

WHEREAS, the City hereby retains and employs the services of Hendricks Appraisal Company, LLC (“**Consultant**”) to provide professional appraisal services on real property within the City.

NOW, THEREFORE, the City engages the services of Consultant, and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing April 1, 2020 of the City Council of the City of Orange Township, and shall terminate on December 31, 2020.

SERVICES

2. **Consultant** shall render professional real estate appraisal services in accordance with its qualification proposal, that was submitted to the City.

USE OF AGENTS OR ASSISTANTS

3. To the extent reasonably necessary for **Consultant** to perform the duties under this contract, the Consultant, Hendricks Appraisal Company, LLC, appraisal experts,

pursuant to contract herein, shall provide the services of Mark E. Hendricks, as its real estate appraiser for the City.

THE COST OF SUPPLIES AND EQUIPMENT

4. The cost of supplies, equipment and facilities necessary for **Consultant** to meet its obligations under the term of this agreement shall be solely borne by **Consultant**.

FEE

5. For services to be rendered under this agreement, the **Consultant** shall be entitled to a fee not to exceed \$30,000.00.

DEVOTION OF TIME

6. **Consultant** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory and expedient performance. Should the City require additional services not included in this agreement, **Consultant**, shall, subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties required by this agreement.

INSURANCE

7. **Consultant** (1) shall be an independent contractor and not an employee, agent or sub-contractor of the City under this agreement; (2) shall maintain a policy of liability insurance in the minimum amount of \$500,000.00 to cover any claims arising out of the performance of the services under this agreement; and (3) shall further indemnify, save harmless, and defend the City from any

claims arising from any act or omission of **Consultant** or the agents, employees or sub-contractors.

PRIOR AGREEMENT SUPERSEDED

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

ASSIGNMENT

10. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by **Consultant** without the prior written consent of the City. In the event of an assignment and/or delegation by **Consultant** to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

PARTIES BOUND

11. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

INDEMNIFICATION/HOLD HARMLESS

12. **Consultant** agrees to indemnify, and hold harmless the City its elected and appointed officials, employees and volunteers and others working on behalf of the City,

against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, which arises out of or is in any way connected or associated with this Contract. This indemnification includes, the Contract, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the **Consultant's** participation in the Contract.

ATTORNEY'S FEES

13. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

GOVERNING LAW

14. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

AMENDMENT

15. This agreement can only be amended or modified in writing executed by both parties to this agreement.

LEGAL CONSTRUCTION

16. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained in it.

NOTICE

17. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

Attest:

City of Orange Township

Joyce L. Lanier Date
City Clerk

Dwayne D. Warren, Esq. Date
Mayor

Attest:

Mark E. Hendricks, CRE, FRICS, CTA, SCGREA

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

