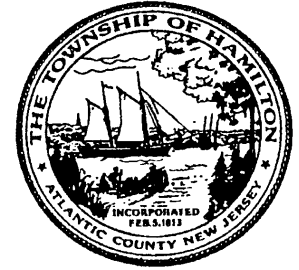


# TOWNSHIP OF HAMILTON



## CONTRACT FOR PROFESSIONAL SERVICES

### TOWNSHIP CERTIFIED NEW JERSEY GENERAL APPRAISER

THIS AGREEMENT, made and executed, in the Township of Hamilton, in the County of Atlantic, State of New Jersey, on this 17<sup>th</sup> day of January, 2017 by and between **PETER E. SOCKLER and SOCKLER REALTY SERVICES GROUP, INC., 299 Ward Street, Suite C, Hightstown, NJ 08520**, a New Jersey corporation, as Township Certified New Jersey General Appraiser (hereinafter referred to as "Appraiser"), and the Township of Hamilton, in the County of Atlantic, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township"), until the Reorganization Meeting of the Township Committee to be held in January 2018, or until a successor is qualified and appointed, whichever later occurs.

WITNESSETH that the Appraiser and Township in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General. Appraiser shall hold available to Township all officers, employees and facilities of Appraiser to perform with Appraiser's best efforts, all appraisal services normally provided by the Appraiser as requested by a majority vote of Township Committee or their designee, and Township shall compensate Appraiser for services requested by Township in accordance with Paragraph 6D and performed by Appraiser in accordance with the terms of this Agreement.
2. Limits on Political Contributions. Prior to awarding this contract, the Township received from Appraiser a sworn statement, made under penalty of perjury, that Appraiser has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
3. Costs and Expenses. Costs and expenses incurred by Appraiser shall be borne by Appraiser unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the Township.
4. Scope of Services.
  - A. The Appraiser shall at the request of the Township Officials (identified in Paragraph 1):
    - (1) Provide appraisals for various property types, including but not limited to:
      - (a) Open Space/Recreation, including Green Acres properties.
      - (b) Road improvement projects
      - (c) Right of way.
      - (d) Property sales or acquisitions.
      - (e) Vacant land.
      - (f) Residential homes.
      - (g) Commercial properties such as apartment complexes, manufacturing facilities, regional shopping malls and strip centers.
    - (2) Perform all necessary field work and prepare drawings and surveys.

- (3) Provide technical and appraisal advice and assistance to the Township Committee and Township Administrator.
- (4) Attend Committee meetings or other meetings as requested by the Township Administrator.
- (5) Attend and give testimony before the Tax Court of New Jersey as requested by the Township Administrator.

B. These services are for the sole and exclusive benefit of the Township, and no third party beneficiary is intended. The provision of these services by the Appraiser shall not relieve others of their responsibility to the Township or others.

5. The Township's Responsibilities - The Township shall:

- A. Provide full information as to its requirements for assigned tasks.
- B. Assist the Appraiser by placing at his disposal all available information pertinent to assigned task, including previous reports and any other data relative or necessary to the successful completion of the task.
- C. Make all available provisions for the Appraiser to enter upon public and private lands as required for the Appraiser to perform his work.
- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Appraiser and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Appraiser.
- E. Provide such legal, accounting and insurance counseling services as may be required for the project.
- F. Designate in writing a person to act as representative with respect to the work to be performed. Such person shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials pertinent to the work.
- G. Give prompt written notice to the Appraiser whenever the Township observes or otherwise becomes aware of any defect in the assigned task.
- H. Obtain approval of all governmental authorities having jurisdiction over the task and such approvals and consents from such other individuals or bodies as may be necessary to complete the task. Township to pay all fees required by the governmental agencies.
- I. The Township reserves the right to solicit competitive appraisal proposals on projects where the appraisal costs/fees exceed Twenty-Nine Thousand (\$29,000.00) Dollars.

6. Compensation to the Appraiser - Township will only make direct payment to consultants that it directly engages in a manner prescribed by the Local Public Contracts Law. Marin Appraisal Associates, Inc. shall be responsible for any and all consultants it retains in connection with Township work when said consultants are not directly authorized by the Township in the manner prescribed by the Local Public Contract Law.

- A. Fee Proposal - All services rendered by Appraiser will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Exhibit A, annexed hereto and

made a part hereof as if sent forth herein at length, unless some other method of payment is required under this contract or agreed to as provided herein.

- B. Lump Sum or Fixed Fee - When it is possible to define precisely the scope of the project and the appraisal services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible.
- C. Combination of Methods - A combination of methods for determining total compensation for professional appraisal services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.
- D. **Professionals (auditors, appraisers, attorneys, etc.) must obtain authorization for any work performed under this contract from the Township Administrator or by formal action (motion, resolution, or ordinance) of the Township Committee. Any work not specifically authorized may be rejected for payment at the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.**

7. Payment to the Appraiser

- A. The Township's Billing Rules & Procedures (Exhibit B) is annexed hereto and is made a part hereof as if sent forth herein at length.
- B. The Appraiser shall append to each voucher for payment a breakdown of services and charges in accordance with this Agreement.
- C. Payments for services to be compensated on a lump sum basis shall be made upon completion of the project unless otherwise agreed at the time the lump sum payment is determined and agreed upon

8. Future Changes in Fee - At any time either party may give the other party ninety (90) days' notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable, under the terms of the Agreement shall be effective until the expiration of said ninety (90) day period, and following agreement by both parties to the revised fee(s) only such fees that are so revised shall cease to be effective at the expiration of such ninety (90) days. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

9. Township Requests; Private Request - The Township Administrator, at the direction of Township Committee, is hereby designated as the person authorized to make requests for services hereunder on behalf of the Township and Appraiser shall respond to these requests, but in no case shall respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity.

10. Filing of materials with the Township - Appraiser shall deliver, by way of filing to the Township a true copy of all maps, charts, documents, work sheets and data for which the Appraiser has been compensated by the Township. Additionally, Appraiser shall file and carefully keep and maintain

originals or true copies of all of the aforesaid in Appraiser's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment by Township of the actual cost of reproduction. Such reproduction shall be accomplished by Appraiser according to any process in any manner the Township desires.

11. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts - During the performance of this contract, the contractor agrees as follows:
- a. The Appraiser or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Appraiser will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
  - b. The Appraiser or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, marital status or sex; The Appraiser or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - c. The Appraiser or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer's pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  - d. The Appraiser or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
  - e. The Appraiser or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
  - f. The Appraiser or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
  - g. The Appraiser or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed,

color, national origin, ancestry, marital status or sex, and conform with the decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

h. The Appraiser and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

12. Termination - Either party may terminate the effect of the Agreement as of the anniversary date hereof upon written notice of termination to the other party. No prior notice shall be required. Upon termination of services of Appraiser to Township, Appraiser shall surrender all maps, charts, documents, work sheets and records in connection with any work for which he has been compensated by the Township, or true and accurate copies of same, at cost of reproduction, together with all Township property and a status report on every pending project, to his successor as Township Appraiser, or to such other person or Township Official or employee as the Township Official (or authorized representative) directs, without additional cost to the Township. All partially completed work and services of Appraiser shall be compensated by Township in accordance with Schedule A annexed hereto.

**NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT. NOTHING CONTAINED HEREIN, HOWEVER, SHALL ABRIDGE, MODIFY, NEGATE OR OTHERWISE RESTRICT THE APPRAISER'S DUTY TO EXERCISE THAT DEGREE OF CARE, SKILL AND KNOWLEDGE AS ARE GENERALLY DEEMED TO BE ACCEPTABLE PROFESSIONAL STANDARDS REGARDING THE PROFESSIONAL SERVICES PROVIDED FOR HEREIN AND/OR RENDERED BY THE APPRAISER.**

IN WITNESS WHEREOF, Appraiser and Township have caused this Agreement to be executed the day and year first above written.

ATTEST:

**SOCKLER REALTY SERVICES GROUP, INC.**

\_\_\_\_\_

\_\_\_\_\_  
Peter E. Sockler  
Principal

ATTEST:

**TOWNSHIP OF HAMILTON**

\_\_\_\_\_  
Rita Martino  
Township Clerk

\_\_\_\_\_  
John Kurtz  
Mayor

## EXHIBIT A

Township of Hamilton, Atlantic County, NJ  
RFQ for Municipal Professionals – Certified New Jersey General Appraiser - 2017  
November 30, 2016  
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ORIGINAL

### **Fee Proposal**

*Sockler Realty Services Group, Inc* will provide tax appraisal and consulting services as required by the Township of Hamilton for the time specified in this Request for Qualifications for Certified New Jersey General Appraiser and will bill Hamilton Township at the agreed amount of \$150.00 per hour. Typical fees range from Five Hundred Dollars (\$500.00) to Twenty Five Thousand Dollars (\$25,000) depending upon the complexity of the job. That stated, appraisal and testimony/consulting fees include normal travel expenses, but exclude any extraordinary travel expenses that may be required, including but not limited to, airfare, lodging, etc. Work performed by support staff will be billed at the rate of \$100.00 per hour. The “not to exceed” total will be determined and agreed upon at a later date.