

5/10/23

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELTT, MAI**

THIS CONTRACT is effective the 10th day of May, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **STEVEN W. BARTELTT, MAI**, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional appraisal services regarding property acquisitions which may be necessary for roadway improvements and/or other unspecified projects by the Department of Public Works; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. This Contract shall be effective for a term of one (1) year from May 10, 2023 to May 9, 2024.

2. COMPENSATION. Contractor shall be compensated at the rate of \$210.00 per hour, for a total amount not to exceed \$75,000.00 during the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for appraisal services regarding property acquisitions which may be necessary for roadway improvements and/or other unspecified projects by the Department of Public Works, as more particularly set forth in RFP-23-031, and Contractor's proposal dated April 17, 2023, which is incorporated by reference in its entirety and made a part of this Contract.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 Contractor 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, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

16. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

17. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP-23-031 issued by the County, and the Contractor's proposal. Should there occur a conflict between this Contract or RFP-23-031, and Contractor's proposal, then this Contract, or the RFP as the case may be, shall prevail.

THIS CONTRACT is dated this 10th day of May, 2023.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

Laurie Burns
LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Frank J. DiMarco
FRANK J. DIMARCO, DIRECTOR

ATTEST:

Judi Bartelt

STEVEN W. BARTELT, MAI

By: STEVEN W. BARTELT,
Title: MAI, SRA, AI-GRS

STEVEN W BARTELT, MAI, SRA, AI-GRS
REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169
Turnersville, NJ 08080

Office - 856-582-5892
SBartelt22@comcast.net

April 17, 2023

Ms Kimberly Larter, QPA
Gloucester County Purchasing Department
County of Gloucester
2 South Broad St
Woodbury, NJ 08096

ORIGINAL

**RE: Request for Proposal/Qualifications/Real Estate Appraiser/Appraisal Services
Property Acquisitions Necessary for Roadway Improvements &/or Other
Unspecified Projects by the Gloucester County Dept of Public Works, Engineering
RFP# 23-031 - County of Gloucester**

Dear Ms Larter:

Please find attached my response to your 2023 RFP. A table of contents immediately follows this introductory letter.

I have been engaged in the full-time practice of real property appraisal for 40+ years. In the past 30+- years my activity has been concentrated in eminent domain, tax appeal and public projects (Green Acres, NJDOT, Farmland Preservation, County Engineering for Burlington, Cumberland, Gloucester & Camden Counties). I am a MAI, SRA and AI-GRS member of the Appraisal Institute and a NJ State General Certified Real Estate Appraiser, license #42RG00011400.

I believe that I have submitted all of the required material, in the manner requested. I note and agree to the General Terms & Conditions as specified in the above cited RFP.

Please call should you have any question, or if I may be of further service. Otherwise I will look forward to hearing from you in the near future.

Respectfully submitted,

Steven W. Bartelt, MAI, SRA, AI-GRS

space, Green Acres, farmland preservation, and urban revitalization.

I have attended Commissioners' hearings, pretrial meetings, conducted review procedures, and aided in case preparation. I have worked for individuals, municipal clients, county agencies, and the State of NJ.

I have specific experience in appraisal review for eminent domain purposes.

I am acquainted with, and have experience in the Uniform Relocation Assistance and Real Property Acquisition for County Engineering Work.

I have given expert witness testimony in Federal Bankruptcy Court, County Civil Court, State Tax Court, Commissioners Hearings, and County Tax Boards.

I have also tried to keep abreast of important legal findings and cases that have application to appraisal performed for various functions; Pinelands regulations, wetlands regulations, highway access regulations, tidelands and riparian land restrictions, soil concerns, zoning conflicts, and contaminated property.

I have experience in ad valorem tax assessment including commercial and industrial Units; Municipal and Individual Clients including field appraisal, review hearings, formal appeals and testimony.

We are approved by several State and local governmental agencies to do appraisals: Green Acres, Blue Acres, SADC, NJDOT, NJ HMFA, NJ Schools, NJ Turnpike Commission, Camden Redevelopment Agency, Burlington County, Camden County, Gloucester County, Cumberland County plus several local municipalities.

SECTION C) FACILITIES - Our office is located on Pitman-Downer Rd in Washington Township, Gloucester County, NJ. For mailing purposes we utilize a PO Box located at the Turnersville Post Office. Our office is situated approximately 5 minutes from the Rowan University Campus. All phases of operation are at this location. All work is completed at this location. All work is completed in the United States.

SECTION D) CONFLICT OF INTEREST - To the best of my knowledge I have no current, nor any potential conflict of interest with Gloucester County. Other documents attached in latter pages speak to this topic, as well.

SECTION E) GENERALIZED FEE STRUCTURE - Fees are set by mutual agreement with the County or as indicated in the RFP. Typical fees for court testimony and related services is \$210 per hour. Other fees are outlined on following pages.

SECTION F) FORM OF CONTRACT - I understand that the office of the County Counsel will prepare all contracts. I have not enclosed a sample contract or "Professional Services Agreement". The Proposer will comply with the General Terms and Conditions required by the County and enter into the County's standard Professional Services Contract.