

8/2/23

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI SRA**

THIS CONTRACT is made this 2nd day of August, 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. BARTELT, MAI**, with offices at P.O. Box 8169, Turnersville, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of County Commissioners of the County of Gloucester; 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

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 Contract.

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. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2023 to August 8, 2024, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated July 3, 2023 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") # 23-043. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 as set forth in RFP # 23-043, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP # 23-043.

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

The Contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such 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.

The Contractor 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, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


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.

19. CONTRACT PARTS. This Contract consists of this Contract document, RFP #23-043 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP # 23-043, this Contract shall prevail. Should there occur a conflict between this Contract or RFP # 23-043, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of August, 2023.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part 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.

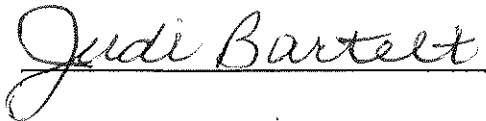
ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

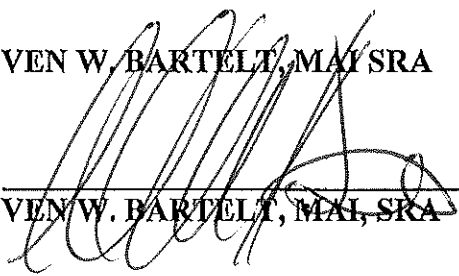
COUNTY OF GLOUCESTER

BY: 
FRANK J. DIMARCO, DIRECTOR

ATTEST:



STEVEN W. BARTELT, MAY SRA

BY: 
STEVEN W. BARTELT, MAY SRA

STEVEN W BARTELT, MAI, SRA, AI-GRS

REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169
Turnersville, NJ 08080

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

July 3, 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
RFP# 23-043 - County of Gloucester

Dear Ms Larter:

Please find attached my response to your 2023/2024 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

Our specific condemnation appraisals are limited to industrial, commercial, agricultural, and residential parcels. Much of our work over the past year has been directly or indirectly related to condemnation appraisal. Other areas of concentration include land preservation, and tax appeal. Much of our continuing education has centered on these facets of appraising.

I have performed appraisals for various private, municipal, federal, county, and state authorities - highway and road expansion, dam/spillway construction, public recreation, open 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 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, 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 \$190 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.