

5/8/24

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

THIS CONTRACT is effective the 8th day of May, 2024, 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 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, pursuant to RFP-24-028; 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; 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, 2024 to May 9, 2025.

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-24-028, and Contractor's proposal dated April 17, 2024, which is incorporated herein 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.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the 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 and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such 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.

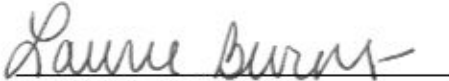
17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, 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-24-028 issued by the County, and the Contractor's proposal. Should there occur a conflict between this Contract or RFP-24-028, and Contractor's proposal, then this Contract, or the RFP as the case may be, shall prevail.

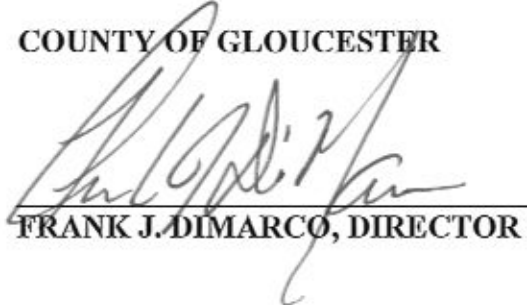
THIS CONTRACT is dated this 8th day of May, 2024.

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 J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:



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, 2024

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# 24-028 - County of Gloucester

Dear Ms Larter:

Please find attached my response to your 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

GLOUCESTER COUNTY
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SECTION A) SCOPE OF SERVICE - It is my understanding that Gloucester County is creating a pool of pre-qualified appraisers from which to draw on for appraisal services. These appraisals will either be prepared for the functions of eminent domain, or general property acquisition under the various governmental programs sponsored by Gloucester County.

We are a FULL SERVICE real estate appraisal firm. All assignments are completed Steven W Bartelt, MAI, SRA, AI-GRS personally. We do not utilize a "front MAI" to obtain contracts, and then subcontract it out to non-MAI personnel. Our office is fully capable of executing contracts for appraisals on most property types, commercial, industrial, agricultural, and residential; vacant land or fully improved. Unusual projects involving wetlands, riparian lands or other environmental conditions are also performed. Our experience in appraisal and especially eminent domain appraisal is significant.

We are a small company, perhaps even minuscule, in comparison to some of the "mega-MAI appraisal firms". This however does not detract from my ability to produce quality work product. Size has not mattered to us. In fact because we are so small we have had to rely on a higher quality work product, and more personal client relations. In my 38 years of work as an appraiser I have never defaulted on a contract. I have always performed on time, and on budget.

SECTION B) STATEMENT OF QUALIFICATIONS - Please note the following:

- 1) The formal Resume, and Curriculum Vitae of Steven Bartelt, MAI, SRA is attached to this document as an appendix. For informational purposes - Steven W. Bartelt, MAI, SRA, PO Box 8169, Turnersville, NJ 08012. I have no other employees.
- 2) I have owned my own firm since I started in appraisal in 1982. Although many changes have occurred over the years my business has remained as a sole proprietorship. All areas of operation occur at our Turnersville office. As you will note from the formal resume, I have a General Certification from NJ State Appraisal Board, 42RG00011400. We are approved by a wide number of government agencies to perform appraisals. We are in full compliance with the PL 2001, c. 134 (*which requires all contractors, and subcontractors with State, county, and municipal agencies to provide proof of registration with the Division of Revenue*). My certificate is #104597. Additional information is contained in latter sections and in the attached Curriculum Vitae.
- 3) I was born in Camden City, and except for college have lived and worked in Southern New Jersey all of my life. I have performed appraisals or appraisal related functions in the NJ counties of Monmouth, Middlesex, Hunterdon, Mercer, Ocean, Burlington, Camden, Gloucester, Salem, Cumberland, Atlantic, and Cape May. Over the past year I have been most active in Gloucester, Cumberland, and Camden, with some assignments in Burlington, Atlantic and Salem Counties. Although we are capable, we do not provide appraisals on a statewide basis. We have the appropriate resources to complete appraisals in any of the New Jersey counties.
- 4) The main contact person will be Steven Bartelt, MAI, SRA, AI-GRS. He will not be assigning County contracts to other individuals. On occasion we may use a researcher to do basic research on any given assignment, or related topic. This research however will be checked by Steven Bartelt, MAI, SRA, AI-GRS and may or may not be used in the final work product.

5) References – Eminent Domain/Condemnation & Green Acres Assignments

Kris Kolluri
The New Jersey Schools
Development Authority*

Eric Agren - Farmland Preservation/Green Acres
Gloucester County
Agricultural Development Board
856-642-3850

Brian D. Wilson
CADB Administrator
Burlington County Farmland Preservation Program
PO Box 6000
Mt Holly, NJ 08060

Gerard Velazquez, III, President/CEO
The Authority
745 Lebanon Road
Millville, NJ 08332
hgrieff@thcauthoritynj.com
Eminent Domain – General Consulting*

* indicates clients where expert witness testimony was actually required - additional references are available upon written request - other references noted in latter pages

6) We shall hold harmless the County, its officers, agents, and employees from any and all claims and costs of any nature whether for personal injury, property damage, or other liability arising out of, or in any way connected with the firm's negligent acts or omissions under this agreement.

7) My firm is not currently in violation of any regulatory rules and regulations that may have an impact on my firm's operations.

8) Specific and Detailed Information - Appraisal Experience

We have had experience in appraising the following property types:

Vacant Land - Easements, Deed Restrictions, Farmland, Commercial, Residential, Land-Locked Parcels, Partial Interests, Environmentally Sensitive/Contaminated; Approved and Unimproved

Commercial Units – Storefront, Retail Store, Strip Centers, Convenience Store, Garage (Auto Repair), Office Building, Truck Dealerships, Workshops, General Commercial, Supermarket, Apartments, Service Stations, Banks, Restaurants, Motel/Hotel, Diner

Industrial Units - Light Manufacturing, Office/Warehouse, Warehouse, Operation, Mini-Warehouse/Storage Facility, Distribution Center, Assembly

Residential - Single Family, Estate Settlements, Private Individuals, PUD Complex, Condominium Complex, Trailer Parks, State Mandated Median Income Properties, Sub-Divisions, Analysis/Feasibility, Urban Renewal

Agricultural/Vacant Land Parcels - Orchards, Nursery, Equine, Crop Farms, Abandoned Farmland

Special Use – Golf Course, Marina, Schools, Sand Pit/Mining

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 eminent domain 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 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.

SECTION G) OTHER - The attached qualifications and curriculum vitae pages may give you more insight into my professional qualifications. Please take special note that not only I am general certified by the State of NJ (a step above licensure), but also I have gone past that bare minimum by obtaining first the SRA designation (residential), then the MAI designation (commercial, industrial, institutional) and finally the AI-GRS (General Appraisal Review). Each of these are awarded based on specialized educational experiences, peer reviewed work product, and comprehensive examination. My MAI comprehensive exam was eight hours long, one day.

I am as available as my schedule permits. I am a professional real estate appraiser. Most, if not all, of my energy goes into that field. I complete all of my appraisals personally. Many larger appraisal firms have a number of "appraisers" and it's hard to discern who is actually doing the work. I will, and do use subcontractors to do basic research. I assemble the all of the research and provide the analysis. I am use to dealing with, and working for public entities, as my attached qualifications pages indicate.

Typical completion times are about 30 - 60 days. Although this too may vary with current caseload, the degree of difficulty of the project in question, cooperation of the parties, etc...

I have worked on projects that have been held up for significant periods for lack of certain data, i.e. taking maps, title work, wetlands delineations, legal issues, etc.....

Various sections of this report detail my experience with various property types. All work is performed with the United States of America.