

REQUEST FOR QUALIFICATIONS

for

ARCHITECTURAL HISTORIAN SERVICES

ISSUE DATE: 12/05/2025

DUE DATE: 01/06/2026

Issued by:

Township of South Brunswick

South Brunswick Historic Preservation Commission

**540 Ridge Road
Monmouth Junction, New Jersey 08852**

PUBLIC NOTICE FOR THE REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL HISTORIAN

The South Brunswick Historic Preservation Commission, is seeking the services of an Architectural Historian qualified in accordance with the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61). The proposal package can be obtained either at www.southbrunswicknj.gov or at the South Brunswick Municipal Center, 540 Ridge Road, South Brunswick, NJ 08852, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Proposals must be clearly marked with the title of the project, along with the name and address of the party submitting, to the above address. Submissions must be received by January 6, 2026 10:00 a.m. Proposals received after this date and time will NOT be accepted. Six copies of your proposal will be necessary. Submitters are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and have a New Jersey Business Registration Certificate.

SECTION 1 INTRODUCTION

The Township is soliciting Proposals for the provision of professional services, as more particularly described herein. Persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Proposal and Qualification Statement in accordance with the procedure and schedule in this RFQ. The Township intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) the terms and conditions determined by the Township to provide the greatest benefit to the taxpayers of South Brunswick.

Professional Qualification Standards: It is the intent of the Township to solicit Qualification Statements from Respondents that have expertise in the provision of Architectural Historian. The project is to be completed by individuals that meet the Secretary of the Interior's Professional Qualifications Standards in Architectural History. The following requirements are those used by the Secretary of the Interior's and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed depending on the complexity of the task and the nature of the historic property. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

Architectural Historian: The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or,
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

SECTION 2 GENERAL REQUIREMENTS

Please explain how you or your firm meets the minimum requirements (attach additional sheets as necessary). Please outline your proposed fees, fee schedule, or other basis for compensation that you seek. Please, where applicable, indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation you deem appropriate to the services to be provided.

The following general requirements must be met in order for any firm to be considered to provide professional services covered by N.J.S.A. 44A-20.5 et seq. with the Township. The process is

designed to find qualified service providers in an open and fair manner in order to have the most qualified service provider for the Township. The scope includes any person or firms interested in providing professional services, as defined in the New Jersey Local Public Contracts Law and specifically N.J.S.A. 40A:11-2(6), to the Township of South Brunswick.

1. The Request for Qualifications ("RFQ") shall be used to determine what companies, firms, or individuals offer the municipality the best opportunity to secure the highest quality professional services.
2. The RFQ shall be used to determine whether the costs or fees proposed to provide the professional services are fair and reasonable, both in terms of the Township's and HPC ability to received a preservation grant from the State HPO, the general market rates for the services, and the level of experience, breadth of services, reputation, recommendations, and expertise of the professional.
3. Advertising of the RFQ will, at a minimum, include the official paper(s) of the Township website and any other sources deemed appropriate by the Township for the specific professional service at least thirty (30) calendar days before the submission deadline. It shall also be posted on the Township's official bulletin board and filed with the Municipal Clerk at least ten (10) days prior to the submission deadline.
4. The RFQ shall list the minimum requirements of the service being sought. Professionals in solo practice shall meet the experience requirements for a firm.
5. Submissions will be required within thirty (30) calendar days of the advertisement of the RFQ.
6. Six copies of the RFQ shall be delivered by mail or in person to the Township Clerk in sealed envelopes.

General Requirements to Qualify

The requirements listed below are the minimum levels expected from the professional service indicated. The applicant shall submit a resume, which shall set forth information including, but not limited to the following (as applicable to a business entity or individual professional):

- a. Full name of business and address;
- b. A listing of all post high school education of the applicant;
- c. Dates of licensure in the State of New Jersey and any other state;
- d. A listing of any professional affiliations or memberships in any professional societies or organizations, with an indication as to any offices held therein;
- e. The number of licensed professionals employed by the business entity or the business entity that employs the applicant;
- f. A listing of all special accreditations held by the individual licensed professional or business entity;
- g. A listing of all previous public entities served by the business entity or licensed professional, indicating the dates of services and position held.

Proposal for Professional Services-Policy Statement

Purpose: The following procedures are designed to provide for a fair and open process in awarding professional services contract based on qualifications, merit and cost effectiveness through a competitive and open process.

Scope: Any person or firm interested

General Requirements:

1. Once a need is established for a professional service and after a review of the necessary request for proposals, a Request for Qualifications (RFQ) for the specific service or contract will be prepared and advertised.
2. Advertising of the RFQ shall, at a minimum, include the official papers(s) of the Township of South Brunswick and any other sources deemed appropriate by the Township for specific professional services at least thirty (30) days before the submission deadline. It shall also be posted on the Township website and official bulleting board and filed with the Municipal Clerk at least thirty (30) days prior to the submission deadline.
3. The advertisement will include a summary of the specific service or activity and who to contact in the Township to receive a copy of the RFQ requirements to qualify and proposal form.
4. The RFQ advertisement will, at a minimum include: description of the professional service needed along with scope of activities involves; contact information to obtain the RFQ forms; submission deadline, including date and time; submission location shall be to the Office of the Municipal Clerk; six copies of the submissions shall be required to be sent in a sealed envelope.
5. All parties meeting the minimum requirements of the RFQ shall have their proposals reviewed by the RFQ review committee. The proposal shall include specific information regarding the person, or business proposed for the professional service appointment, billing method and rate information, and any other information which the Township may deem relevant and helpful in making its selection and requests in writing.
6. The RFQ committee shall review all qualifying RFQ's giving due regard to the criteria set forth in paragraph nine (9) below. The review committee shall make a non-binding recommendation to the board or body with appointing authority of the professional to be awarded the contract. Actual contract awards shall be by the governing body. The committee prior to making recommendation may in its discretion, elect to interview candidates to better determine their ability to meet the selection criteria and discuss their qualifications and scope of the work to be performed.
7. All submissions shall be kept on file during the terms of the contract.
8. All submissions shall be a public record as of the date of advertising.
9. The Township shall award all professional service contracts or agreements based on qualification, merit, experience, quality of work product, recommendations, and cost competitiveness. Selection criteria will include: names and titles of the individuals who will perform the service and/or activity; a description of the individuals or firms experience with similar services or projects requested and the breadth of services offered; a list of references and record of success; a description of the individual or firms' ability to provide the service or complete the activity in a timely fashion or as required by the Township and/or the funds source requirements through the State HPO office; and a fee schedule for the firm, including any retainer if applicable.
10. If compliance with part or all the requirements of the RFQ is impractical with regards to a particular contract, the Township Committee may waive part or all of the requirements as to all candidates by a majority vote of the full Township Committee. The waiver shall set forth specifically the reasons for such waiver.
11. All awards or waivers will be by resolution acted on by the South Brunswick Township Committee at a public session of the governing body convened in accordance with the Open Public Meeting Act.
12. This policy will include but not be limited to, all the listed requirements. The Township reserves the right to amend or revise its review standards. In the event of such revision or review, all

candidates shall be given not less than then (10) days notice of the additional or revised standard(s) and an additional ten (10) days to demonstrate their compliance with the additional or revised standard.

SECTION 3

GENERAL INFORMATION

3.1. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* The selection is, however, subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.* The Township has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal and Qualification Statement in response to the RFQ.

Proposals and Qualification Statements will be reviewed and evaluated by the Township to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Township will (in its sole judgment) determine which Respondent is best qualified to perform the services.

All communications concerning this RFQ or the RFQ process shall be directed in writing to the Township Manager.

Proposals and Qualification Statements must be submitted to, and be received by, the Township, via mail or hand delivery, by 10:00 a.m. Prevailing Time on or before the date due. Proposals and Qualification Statements will not be accepted by facsimile transmission or e-mail.

ANTICIPATED PROCUREMENT SCHEDULE

		<u>ANTICIPATED PROCUREMENT SCHEDULE</u>	
	ACTIVITY		DATE
1.	Issuance of Request for Qualification		12/05/2025
2.	Receipt of Proposals and Qualification Statements		01/06/2026
3.	Anticipated Designation of Qualified Respondent		01/15/2026

Conditions Applicable to RFQ.

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The Township reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- No Proposals or Qualification Statements shall be returned.
- All Proposals and Qualification Statements will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.
- The Township may request Respondents to send representatives to the Township for interviews.
- Any and all Proposals and Qualification Statements not received by the Township by 10:00 a.m. Prevailing Time on the date due will be rejected.
- Neither the Township, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal and Qualification Statement.
- The Township may waive any technical non-conformance with the terms of this RFQ.
- The Township may suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
 - By submitting a response to this RFQ, the Respondent certifies, under penalty of perjury, that it has not made a political campaign contribution in violation of South Brunswick Code Article XIV or State law, and acknowledges that it has a continuing duty to report any such violation that may occur during the solicitation process and duration of any contract that may be awarded to it. Any Respondent found to knowingly violate the South Brunswick Code or State law, or knowingly fail to reveal or misrepresent a contribution in excess of the limits set forth in the South Brunswick Code or State law, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of any contribution, shall be considered to be in breach of the terms of any agreement or contract with the Township that may then be in effect and shall be subject to the penalties prescribed by law.

Submission of Qualification Statements.

Respondents must submit **SIX (6) UNBOUND COPIES** of their Proposal and Qualification Statement to:

Bryan Bidlack, Township Manager
Township of South Brunswick
540 Ridge Road
Monmouth Junction, NJ 08852

SECTION 4 SCOPE OF WORK

In accordance with the terms and conditions of this Agreement, Grantee shall produce an intensive-level architectural survey of historic properties in the Dayton, Monmouth Junction, Kingston, and Fresh Ponds neighborhood/district/survey area with all surveyed resources documented individually and/or as part of a historic district. Grantee shall engage—in compliance with all applicable federal, state, and local procurement laws—the services of an Architectural Historian qualified in accordance with the National Park Service *Secretary of the Interior's Professional Qualification Standards* for Architectural History (48 FR 44738-9). Consultant is to produce and/or update an intensive-level architectural two-phased survey of Three Hundred Twenty (320) historic resources. Phase 1 of the Survey (2025-2026) shall focus on thirty-three (33) resources never surveyed before and between 52 and 132 contributing properties that can anchor new historic districts in Dayton, Monmouth Junction, Kingston and/or the Fresh Ponds section of the Township. The balance of the resources will be surveyed in Phase II of the Survey should a new CLG Grant be awarded in 2026.

Under the direction of the Architectural Historian and with active participation and assistance by the South Brunswick Historic Preservation Commission, Grantee shall prepare the Architectural Survey in accordance with the HPO *Guidelines for Architectural Survey*. The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. Before beginning any project-related work, the HPO staff shall meet with the Grantee's consultant and provide the consultant with the survey database/GIS database material and related reference materials as needed. The results of the Architectural Survey shall be compiled in a report that presents intensive-level research, eligibility findings, summarizes the overall survey effort, and has the individual survey forms appended.

Information generated from the Architectural Survey will enable the Grantee's Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the South Brunswick Historic Preservation Commission in making reasonable, consistent, and justifiable decisions when reviewing proposed alterations to the historic properties.

Project Coordination

- Kick-off meeting with municipality: Project Coordinator Jennifer Poppy, will be responsible for administration of the grant. All invoices for services provided will be addressed to South Brunswick Township and delivered to Jennifer Poppy

- Kick-off meeting with consultant
- A minimum of 4 project status meetings with HPO staff occurring every 4-6 weeks

The following products shall be produced as part of the survey effort:

I. Architectural Survey Documentation

The Architectural Survey shall include:

Survey Forms

- Preparation of HPO approved forms for a minimum of 85 historic properties. **All forms must be submitted in the following 3 formats:**
 - **Survey database application (provided by HPO)**
 - **PDF (individual PDF generated from survey database)**
 - **Hard copy unbound and in color generated either from the database or from the PDF**
- The "Description" field of each property's survey form shall, at a minimum, include a date of construction, architectural description, list of character-defining features, and summary of the property's history and development. The description field should have three paragraphs.
 - The first paragraph should be an architectural description of the building including character defining features. This description should identify whether the building has been elevated or otherwise altered for flood protection.
 - The second paragraph should be a brief narrative history of the building.
 - The third paragraph should include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district – and must include a persuasive and well- reasoned rationale for those recommendations.
- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
- Assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s)

Photography

- Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph shall appear on the Base Survey Form for the subject property).

- Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
- Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300dpi).
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GIS Mapping

- GIS Mapping shall be based on existing digital parcel maps to be provided by HPO.
- Digital submissions must include the ArcGIS File Geodatabase with the following feature classes in the data structure provided by the HPO:
 - Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary shall overlay the municipal boundary exactly.
 - Property boundaries (polygons).
 - Attribute tables for the GIS database feature classes shall be completed including the following attributes at minimum: Property name, property address, property status, date updated, survey information & survey recommendation.

II. Intensive-level Survey Report

The Grantee shall prepare the Report in accordance with Section 3.5 of the *Guidelines for Architectural Survey*. The report will be comprised of at least 30 pages of typewritten text (12- point font in a single-spaced format), not including survey forms, maps, photos and illustrations. **The final report must be submitted to the HPO and South Brunswick Township in electronic and hard copy. The electronic copy must be submitted as a Microsoft Word document and PDF.**

DELIVERABLES:

First Draft

The grantee shall produce a draft containing half of the required number of survey forms in PDF format in accordance with the grant schedule below. All fields of the forms shall be completed, with photos and maps included.

Second Draft

The grantee shall produce a draft containing all survey forms (revision of the first half and draft of the second half of forms) in accordance with the grant schedule below. All fields of the forms shall be completed, with photos and maps included. All revisions for the first draft shall be incorporated for the second draft submission.

Final Draft

Intensive Level Survey Report & Survey Forms: For purposes of this Grant Agreement the Grantee shall produce one (1) full color digital draft in PDF format of all draft survey products defined above in accordance with the grant schedule below.

Final Product

Intensive Level Survey Report & Survey Forms: For purposes of this Grant Agreement the Grantee shall produce two (2) color, unbound/unstapled hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products and one electronic copy in accordance with the grant Schedule below. The Grantee will retain one (1) complete hard copy of the survey products for local use.

Digital components: final updated survey database & GIS database. All final survey photography in JPEG format.

SCHEDULE:

October 2025: Grant Agreement will be fully executed in SAGE by all involved parties.

December 2025: Grantee shall send out a Request for Proposals (RFP) to solicit from qualified consultants.

January 2026: Grantee shall review all received bids and award a contract to the qualified professional or firm to perform the work detailed in the scope of services and shall submit the subcontractor certification form (Attachment F) to the HPO. The selected consultant shall meet with the HPO prior to commencement of project-related work to obtain the appropriate database/GIS material.

January/February 2026-Grantee begins work to update and improve upon the South Brunswick Township 2003 Cultural Resource Survey to meet HPO Guidelines. A meeting at the South Brunswick Library Local History room will introduce Consultant to local resources available to them to update and improve upon the Township's Cultural Resource Survey. A support team of Township representatives, HPC Subcommittee Members, Township Historian, and Library/Historical Society Representatives will all be present to help assist the Consultant.

February 2026 – Monthly meeting update with Consultant, Township and HPO (on-line or in person, as necessary). Guided field inspections of the Township will begin after this meeting (Kingston and Princeton Nurseries).

March 2026 - Monthly meeting update with Consultant, Township and HPO (on-line or in person, as necessary). Continuation of guided field inspections will continue at this meeting (Kingston, Princeton Nurseries, Little Rocky Hill and Kendall Park).

April 2026 - Monthly meeting update with Consultant, Township and HPO (on-line or in person, as necessary). Continuation of guided field inspections will continue at this meeting (Monmouth Junction, Dayton, and Fresh Ponds).

May 2026 – Monthly meeting update with Consultant, Township and HPO (on-line or in person, as necessary). Continuation of guided field inspections, if needed. Grantee shall submit a first draft product containing half of all survey forms.

June 2026 - Monthly meeting update with Consultant, Township and HPO (on-line or in person, as necessary).

July 2026-Grantee shall submit a second draft project containing all the survey forms (revision of the first half and draft of the second half of forms).

August 2026-Grantee shall submit a complete draft product containing all survey forms and the accompanying survey report to the HPO no later than September 1, 2026.

September 2026-Grantee must complete all reimbursable project-related work.

October 2026-Grantee shall submit all final project deliverables.

November 2026-Grantee shall submit financial report in SAGE.

Additional:

Consultant is to produce and/or update an intensive-level architectural two-phased survey of Three Hundred Twenty (320) historic resources. Phase 1 of the Survey (2025-2026) shall focus on thirty-three (33) resources never surveyed before and between 52 and 132 contributing properties that can anchor new historic districts in Dayton, Monmouth Junction, Kingston, and/or the Fresh Ponds section of the Township. The balance of the resources will be surveyed in Phase II of the Survey should a new CLG Grant be awarded in 2026.

Overview – The Township of South Brunswick Historic Preservation Commission is seeking proposals for professional services for an Architectural Historian qualified in accordance with the Secretary of the Interior's Professional Qualification Standards, identified below, to produce an Intensive Level Survey of a minimum of 85 historic properties (resources) and their secondary buildings and structures, which shall include all existing locally designated historic resources. The Township of South Brunswick's Historic Preservation Commission shall supply a block and lot listing of the historic properties to be surveyed.

Information generated from this Intensive Level Survey shall enable the Township of South Brunswick's Planning Board, Zoning Board of Adjustment, and Historic Preservation Commission (HPC) to make informed land use decisions in accordance with the Township's Master Plan, local ordinances and Municipal Land Use Law; as well as to assist the Township's Historic Preservation Commission to make fair, consistent, informed and justifiable decisions.

The Intensive Level Survey must include street address, block and lot, photo, description, setting, location map as parcel map, site map sketch with North indicator, bibliography, building attachment form exterior description, eligibility worksheet – Properties: history, statement of significance, justification of eligibility, total number of attachments and boundary narrative. Also attach to the property report significant structure photo(s) where relevant improvements/structures and or features exist.

INTERESTED PARTY MUST SUPPLY AN EXAMPLE OF AN INTENSIVE LEVEL SURVEY THAT INCLUDES ALL OF THE ABOVE REQUESTS WITH THEIR REQUEST FOR PROPOSAL SUBMISSION. ALSO INCLUDE A DETAILED WORK SCHEDULE AND SUMMARY THAT SPECIFIES DATES FOR COMPLETION.

Grant Responsibilities/Duties of Professional - A survey must be conducted in accordance with the New Jersey Historical Preservation Office (NJHPO) Guidelines for Architectural Survey. The survey data must be input into a database provided by the NJHPO and mapping will be based on GIS data (Parcel Based format). The results of the survey shall be compiled in a report that presents intensive level research, eligibility findings, and summarizes the overall survey effort.

The Architectural Historian shall produce three (3) copies of all survey products defined below. The NJHPO will receive one (1) complete hard copy and one electronic copy on CD-ROM for the set of the completed survey products and the Township will retain two (2) copies of the survey products for local use and a CD-ROM.

1. Recommendation Report: Based on existing New Jersey and National Register Historic District Nominations the Architectural Historian shall prepare a recommendation report of the identified 85 (+/-) resources supplied by the Township of South Brunswick as a block and lot listing of historic properties to be surveyed at the Intensive Level and indicating whether they are to be surveyed individually or as part of the South Brunswick Historic District. The report shall discuss the method and justification for the recommendations for the selected resources based on historical or architectural significance. Resources may include buildings, structures, bridges, and objects. The report must include a digital photograph for each resource. All photographs shall be submitted as color digital images in .jpg format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300 dpi). Please refer to Survey Special Conditions section regarding photography below. Digital images shall be submitted on CD.

Prior to final completion, the Architectural Historian must submit the report both to the Township of South Brunswick via the HPC Administrative Officer and to the NJHPO for review and approval prior to commencing the Intensive Level Survey.

2. Intensive Level Survey: The Architectural Historian shall conduct an Intensive Level Survey consisting of:
 - Preparation of NJHPO approved forms for a minimum of 85 resources identified in the attachment. All forms must be submitted as hard copy and on CD. The CD must include a Microsoft Access database in the data-structure provided by the NJHPO. The hard copy inventory forms will be generated from the database.
 - Preparation of element attachments and eligibility worksheets for those properties identified as potentially individually eligible.
 - Assessment of "key-contributing", "contributing", and "non-contributing" status for all properties surveyed as part of a historic district(s) and 200' historic buffer area.
3. Intensive Level Survey Report: The Architectural Historian shall prepare an Intensive Level Survey report in accordance with Section 3.5 of the NJHPO Guidelines for Architectural Survey. The survey report shall be comprised of a minimum of 15 pages of typewritten text (12 pt type in a single-spaced format), not including survey forms, maps, photos and illustrations. The final report must be submitted to the Township as hard copy and on CD. The CD must be submitted in the data-structure provided by the NJHPO.

A minimum of two (2) drafts of the architectural survey shall be submitted to the NJHPO for review and comment. The NJHPO's comments shall be addressed in the final product.

Survey Special Conditions

Photography: Survey reports displaying digital images rather than original photographs must incorporate a sturdy sleeve containing a CD with all of the digital images used in the report. The color digital image files in the CD must be in .jpg format and have a minimum pixel array of 1200x1800 (approximately 4x6 at 300 dpi). Photographs must be of sufficient visual quality and clarity to accurately convey the subject matter. The CD should be provided with the draft report. If a revised or final report is provided it should also incorporate a sleeve into which the CD initially provided that can be inserted. The digital images shall be incorporated in the Intensive-Level Survey and on the hard copy survey forms.

GIS Mapping

GIS Mapping must be based on Global Positioning System (GPS) data, or NJHPO Approved alternate method such as existing digital parcel maps.

GPS data must be collected and submitted in accordance with the New Jersey Department of Environmental Protection (NJDEP) Geographic Information System Mapping and Digital Data Standards (Data Standards) and as follows:

1. The GPS point shall be taken at the point at the curb or street edge at the center of the street frontage on the street to which the property is addressed. Digital submissions must include:
 - a. GPS data or approved alternate data;
 - b. Separate ArcView shapefiles based on that GPS or alternative data in the data structure provided by the HPO:
 - Historic District boundaries (polygons) – Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary and 200' Historic Buffer Area must overlay the municipal boundary exactly.
 - Property locations (points).
2. Geospatial metadata sufficient to satisfy the metadata reporting requirements of the Data Standards referenced above. Metadata may be produced by the use of NJMetaLite, a metadata entry system designed and distributed by the NJDEP ENDEX project (see www.state.nj.us/dep/gis).
3. All digital data shall be submitted on CD in the formats referenced above:
 - a. The GIS data shall serve as the basis for creating the 2" x 3" location map. The location map shall be saved as a digital image in .jpg format that will be included on the hard copy forms.

Meetings

A minimum of three (3) meetings are to be a requirement. *The Architectural Historian should expect and be agreeable to attend additional meetings at HPC's request during the time frame when the work commences until the final report is accepted. These meetings will be held during the regular schedule HPC meeting agenda, and they should not exceed 5 (five).* The consultant will submit the first Intensive Level Survey to the Historic Preservation Commission's Administrative Officer for review and feed back prior to the continuation of the surveys. HPC will have the opportunity to review the contents within its next regularly scheduled meeting.

The consultant and the municipal staff shall also schedule regular virtual status meetings with the HPO every 4-6 weeks.

To prepare such a document, the consultant must be available to meet with members of the Township of South Brunswick HPC, Township Committee HPC Liaison, and/or the Planning and Zoning Boards and Township staff for at least one (1) kick off meeting prior to the beginning, one (1) meeting during the contract time supplying a copy of a completed property survey(s), and one (1) prior to the final development of the survey with an update and delivery date reporting.

Before the final printing is authorized, the HPC, the South Brunswick Township Committee HPC Liaison, the Planning and Zoning Boards, the HPC AO and the NJHPO must review the draft.

The work period ends November 30, 2026.

PROPOSAL RECEIVED BY TOWNSHIP CLERK ON _____				
SENT TO NJ DEP HPO FOR REVIEW _____				
<u>OVERALL BID</u>	<u>HPC</u>	<u>SHPO</u>	<u>TWP.</u>	<u>TWP ATTORNEY</u>
___Meets Minimum Qualifications	_____	_____	_____	_____
___Does Not Meet Minimum Qualifications	_____	_____	_____	_____

SECTION 5

SUBMISSION REQUIREMENTS

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

- a. Description and scope of work by Respondent
- b. Name, address and contact information of references
- c. Explanation of perceived relevance of the experience to the RFQ

2. Describe the services that Respondent would perform directly and those portions, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.

3. Brief description of Respondent's largest, smallest and a mid-sized project during the last three (3) years.
4. Resumes of key employees.
5. A narrative statement of the Respondent's understanding of the Township's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
7. Any judgments, claims or suits pending or outstanding against company. If yes, please explain.
8. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. Please submit a list of political contributions that are reportable pursuant to the provisions of N.J.S.A. 19:44A-1, et seq., that were made during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution.

SECTION 6 EVALUATION

The Township's objective in soliciting Proposals and Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost-effective services to the citizens of South Brunswick. The Township will consider Proposals and Qualification Statements only from firms or organizations that, in the Township's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in this RFQ.

Proposals and Qualification Statements will be evaluated by the Township on the basis of the most advantageous, cost and all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the Township and the subject matter addressed under the contract;
3. Availability to accommodate the required meetings of the Township;
4. Availability to meet timeframes for completion of projects or services as set by the Township Manager; and
5. Cost of the proposal.

SECTION 7

PAYMENT CONDITIONS

1. All general appraisal services related to the acquisition of improved and unimproved properties shall be billed at a flat rate agreed to by the Township plus costs and expenses via approved purchase orders issued by the Township Treasurer, subject to the amount appropriated for these services in the adopted municipal budget.
2. All appraisal services related to the REACH program shall be billed at a flat rate, lump sum per unit amount agreed to by the Township, which shall be inclusive of all costs and expenses.
3. Respondent should submit a rate schedule for consideration.

APPENDIX A

Documents that are required Prior to a Contract Execution

Checklist for
Items that will
be required

1	BUSINESS ENTITY DISCLOSURE CERTIFICATION Required Pursuant to N.J.S.A. 19:44A-20.8	
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue)	
3	Required Insurance Documentation	
4	Submission of a Non-Collusion Affidavit	
5	Mandatory Affirmative Action Language	
6	Mandatory American Disabilities Act Language	

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the Effective Date of this contract, to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the ***Township of South Brunswick*** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Charlie Carley	Councilwoman Ann Grover
Deputy Mayor Kenneth Bierman	Councilwoman Jo Hochman
Councilwoman Patti Germain	

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

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: _____

Signature of Affiant: _____ Title: _____ Printed

Name of Affiant : _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 20__.

(Witnessed or attested by)

My Commission expires:

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

New Jersey Business Registration Certificate Requirements

Required pursuant to N.J.S.A. 52:32-44 et al.

The contractor shall provide a Business Registration Certificate for itself and written notice to its subcontractors of the responsibility to submit proof of their own business registration to the contractor.

Before award of the contract by the contracting agency, the contractor shall submit a Business Registration Certificate for itself and an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors will be used.

For the term of the contract, the contractor and each of its affiliates and subcontractors and each of its affiliates [N.J.S.A.52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

AFFIRMATIVE ACTION QUESTIONNAIRE

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. IF YOU HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU MUST COMPLETE AND FILE THE AFFIRMATIVE ACTION DOCUMENT PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO THE TOWNSHIP PRIOR TO AWARD.

ALL FIRMS:

☐

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED.(PROOF MUST BE SUBMITTED)

OR

☐

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED.
(COPY OF SAME MUST BE SUBMITTED)

OR

☐

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM.
(SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A CONTRACTOR.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____
(Individual or Firm) (Individual or Firm)
does not represent another client whose interests are in actual conflict with the Township.

I further certify that, to the best of my knowledge, the representation of other clients of
_____ will not materially limit my representation of the Township.
(Individual or Firm)

During the term of this contract with the Township _____ shall not
(Individual or Firm)
represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach
of the contract. It shall also entitle the Township to expose _____ to any
(Individual or Firm)
penal statutes pertaining to false material certifications.

CONTRACTOR _____
Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this
day of _____ 20____.

Notary Public

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF)

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by

(Name of Contractor)

Subscribed and sworn to
before me this ____ day
of _____, 20 ____.

**(also type or print name of affiant
under signature)**

Notary Public of _____
My Commission Expires _____, 20____.

ADDITIONAL MANDATORY CONTRACT REQUIREMENTS

N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127) N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 or sex. Except with respects to affectional or sexual orientation and gender identity or expression 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 or sex. 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 or sex;

The contractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with

N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor 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.

In conforming with the applicable employment goals, the contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certification of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

MANDATORY INSURANCE REQUIREMENTS

A. General Instructions. (1) The contractor shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the contractor and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the contractor and his subcontractors to the Township within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The contractor and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The contractor and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The contractor shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined

single limit for bodily injury and property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the contractor against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the contractor.

D. Automobile Liability Insurance. The contractor and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The contractor and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

AMERICANS WITH DISABILITIES ACT COMPLIANCE
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the Township agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of the contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed

in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.