

POSTED APRIL 30, 2010

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONTRACT FOR
PLANNER – HISTORIC PRESERVATION
BOROUGH OF CLOSTER, COUNTY OF BERGEN

NOTICE IS HEREBY GIVEN that pursuant to N.J.S.A. 19:44A-20.4, 20.5 et seq, the Borough of Closter shall pursue a “Fair and Open Process” in awarding a contract for the position and project set forth more fully below, and hereby solicits proposals which shall be submitted with documentation showing qualifications and compliance with criteria set forth by the Borough and by State Statute. All proposals shall be submitted in a sealed envelope to the Borough Administrator to be received no later than 4:00 PM on May 21, 2010. Proposals shall be opened by the Borough Administrator or his designee at 4:00 PM or as soon thereafter as is practical.

PROJECT OBJECTIVES - The objectives of the grant funded project include the preparation or revision of the Closter Borough historic preservation plan element of the municipal Master Plan in accordance with the requirements of the Municipal Land Use Law, Section C. 40-55 D-28 b. (10). Additionally, the historic preservation element will evaluate the public benefits of municipal historic preservation and examine the contribution and protection of historic sites and districts within the framework of community development and redevelopment consistent with the State Plan.

PROPOSAL REQUIREMENTS – Proposals shall specifically address the requirements of the attached **SCOPE OF SERVICES** and **PROJECT REQUIREMENTS**. Proposers are further advised that the attached **SUBCONTRACTOR CERTIFICATION** must be submitted prior to the execution of any contract in accordance with the **PROJECT REQUIREMENTS**.

All costs shall be submitted on a “not-to-exceed” basis. An allowance for anticipated expenses may be included but again, must be on a “not-to-exceed” basis.

NOTE: This project has an aggressive schedule including the following milestones:

1. By June 30, 2010 the Borough shall submit to the HPO for review and written comment the first draft of the historic preservation plan element and development strategies, maps and text.
2. By August 14, 2010, the Borough shall submit to the HPO for review and written comment the final draft (including all maps and illustrations) of the historic preservation plan element and development strategies, maps, and text. The Borough will also submit to the HPO a draft of the final report.
3. By September 30, 2010, the Borough shall submit all final products.

PROJECT APPROACH – The proposal shall include a complete project approach including a timeline addressing the completion of each task and required product.

QUESTIONS – Please direct all questions to: Quentin Wiest, Borough Administrator; 201-784-0600 x 492; boroadmin@closterboro.com

**GRANT AGREEMENT
BETWEEN**

**CLOSTER BOROUGH
(Name of Grantee)
AND**

**THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE10-001

SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment D-2, Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises [1] pages, including this page.

HISTORIC PRESERVATION FUND SURVEY & PLANNING GRANT AGREEMENT

The Department has received Federal monies appropriated pursuant to the terms of the National Historic Preservation Act of 1966 (80 Stat. 915, 16 U.S.C. 470), for the purpose of preparing comprehensive state-side cultural resource surveys and plans in accordance with criteria established by the Secretary of the Interior; and

The Grantee has represented that it will provide individuals qualified by training and experience to perform professional survey or planning services in accordance with the policies and procedures of the National Park Service in the U.S. Department of the Interior and the Department, which services are hereinafter more particularly detailed.

1. PROGRAM PURPOSE & PRODUCTS UNDER FEDERAL GUIDELINES

- A. The Grantee agrees to conduct the historic preservation project set for the in Attachments A through D-1, which are attached hereto and made a part hereof.
- B. Grantee herein agrees that it shall adhere to the U.S. Department of the Interior, National Park Service National Register Programs Guidelines NPS-49 policies and procedures and to the specifications of the Historic Preservation Office Administrative and Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants hereinafter referred to as the Guidelines. The Grantee and the individuals approved by the Department to perform the services specified in this Grant Agreement shall submit interim and final reports and be available for grant administration workshops and for meetings as per the above mentioned Guidelines and the project schedule contained in Attachment D of this Grant Agreement.

The objectives of the grant funded project include the preparation or revision of Closter Borough historic preservation plan element of the municipal Master Plan in accordance with the requirements of the Municipal Land Use Law (MLUL), Section C. 40:55 D-28 b. (10). Additionally, the historic preservation element will evaluate the public benefits of municipal historic preservation and examine the contribution and protection of historic sites and districts within the framework of community development and redevelopment consistent with the State Plan. This latter activity will involve an examination of the anticipated patterns and location of development and redevelopment, the delineation of identified or planned "Centers" (as defined by the NJ State Development Redevelopment Plan), and a discussion of the physical relationship of historic sites and districts (designated or identified by the preservation plan element) to "Centers." The plan will include an examination of and recommendations for strategies and actions for protecting historic resources and integrating historic resources into "Centers."

The preparation of an Historic Preservation Plan Element for adoption by the Borough will greatly assist the municipality in determining the location, patterns of growth, and development of particular Centers, and will help to ensure that these Centers are planned and maintained so that their unique character and "sense of place" is continued.

Plan element preparation may run concurrently with the Closter Borough Planning Board process of State Plan cross acceptance.

The plan element will identify and delineate the distinctive districts within the Borough that are either within or are historically associated with the "Town Center." This will assist the Planning Board in determining the boundaries and appropriate development guidelines for the center. The Borough Planner will coordinate and facilitate an ongoing dialogue between the Historic Preservation Commission and the Planning Board.

The Center designation process will include use of Geographic Information System (GIS) data to delineate designated growth Centers and map the individually eligible historic sites and districts. Public participation and involvement in the development and review of the preservation plan element and discussion of the relationship of historic preservation to community development, redevelopment, and "Centers" will be an important component of this project. The Grantee shall ensure public participation including but not limited to, activities such as public meeting(s), public review of draft documents, and public outreach through community forums. Public participation will be actively sought by the Grantee to assist in the evaluation of the public benefits to be attained through the preparation of the historic preservation plan element. In addition to the broad goals and objectives cited above, specific objectives of this project are:

1. to prepare the historic preservation plan element of the municipal Master Plan in accordance with the requirements of the New Jersey Municipal Land Use Law, the New Jersey State enabling legislation for local historic preservation ordinances. The Municipal Land Use Law [N.J.S.A. 40:55D-28 b. (10)] requires that the historic preservation plan element of a Master Plan indicate the "location and significance of historic sites and districts," identify the "standards used to assess worthiness for historic site or district identification," and analyze the "impact of each component and element of the Master Plan on the impact of preservation of historic sites and districts;"
2. to analyze the compatibility of existing and proposed municipal historic preservation overlay zoning with the goals and objectives of the New Jersey State Development and Redevelopment Plan (State Plan) and the accommodation of future development in identified or planned "Centers" within the municipality;
3. to identify the civic and economic benefits of the local historic preservation program as well as the contribution of design review guidelines to the protection and preservation of historically and architecturally significant properties; and
4. to provide the public with the opportunity to participate in the development and review of the historic preservation plan element.

PRODUCTS

1. Preparation of the historic preservation plan element of the Municipal Master Plan in accordance with all requirements of N.J.S.A. C.40:55D-28.b.(10). Additionally, the plan element will include an analysis and mapped delineation of existing information on the location and patterns of development and potential for development in and adjacent to designated and identified historic sites and districts within the Closter Borough.

The completed plan element will be a typewritten (12 pt font) document of at least twenty-five (25) pages of text accompanied by approximately 150 photographs and six overlay (6) maps. The Grantee shall produce the overlay maps for the plan element utilizing Geographic Information System (GIS) maps to delineate historic preservation zones, land uses (with recommended revision, if any to land use zones), and proposed centers and design centers. Two (2) unbound copies of the plan element will be prepared, one for the Borough and one for the Historic Preservation Office. At least fifty (50) copies of the final plan element will be reproduced for public distribution. Plan element preparation must include at least one (1) community planning charette and two (2) public hearings, (one (1) before the Planning Board and one (1) before the Borough Council) as required by New Jersey statutes. A detailed timetable and methodology for completing this product, including definition of the number and type of appropriate maps and the distribution of and review of the draft plan element will be presented in a written workplan to be reviewed and approved in writing by the Historic Preservation Office prior to the commencement of any work on the plan element.

2. At least two (2) non-statutorily mandated public meetings to inform the public of the project, solicit public comments, provide for public review of draft and final products. All public meetings must be advertised and held in compliance with the New Jersey "Open Public Meetings Act." This public participation will involve the Planning Board and Historic Preservation Commission together with open forums involving residents, property owners, and interested persons to comment on planning proposals during key points in the process.

3. A project report, of at least ten (10) pages of text with maps and illustrations, that summarizes project accomplishments and presents draft recommendations development/redevelopment goals and objectives, priorities, implementation steps, infrastructure needs (transportation and utilities), and inter-municipal planning and zoning coordination, where appropriate determined by the Grantee and HPO. The report will examine development and redevelopment design strategies and identify design strategies in relation to the Borough's " designation plan. The report will examine the preparation of project templates, development strategies and guidelines that most effectively integrates the Borough's historic preservation and development objectives. The text will identify, define, and examine alternative design strategies and present the most appropriate technique(s) and method(s) for protecting and

incorporating the Borough's historic resources into a "Centers" plan. Since local historic districts have been identified and designated, the focus will be on developing prototypical development and redevelopment strategies and guidelines for selected historic districts within the Borough. These prototypical development and redevelopment strategies would explore, as templates, development and guidelines that most effectively integrate the historic preservation and development and re-development objectives of the Borough consistent with State Plan goals and objectives.

This project report will also discuss the basic guidelines for examining and evaluating the compatibility of subsequent redevelopment/development and/or infrastructure improvement proposals with the historic resource preservation strategies developed for the Borough.

The report will include, but not be limited to, the consideration of overlay zoning designation for historic sites and districts, adoption of zoning standards for historic districts, preparation of specific site plan design requirements, development of guidelines to ensure compatibility between historic resources and development and infrastructure, preparation of design guidelines for historic districts.

Final products will include the following:

Product	Quantity
Photographs Categorized by data with location identified (150 photos with negatives, if generated, retained by the Grantee) 2 copies of each print, (1 copy to HPO)	
Historic Preservation Plan Element of Master Plan Bound 8 1/2 by 11 (30 pages) 50 copies, (5 copies to HPO)	
Original Historic Preservation Plan Element of Master Plan - unbound 8 1/2 by 11 for inclusion on Township Master Plan (30 pages) 2 copies, (1 copy to HPO)	
Mapping - to be provided by Township Planning Dept. (6 maps) 50 copies, (5 copies to HPO)	

SCHEDULE:

The project will begin on October 1, 2000 and be completed by September 30, 2010 in accordance with the following schedule and all applicable DEP-069 G Conditions and Attachments:

By January 30, 2010, the Grantee shall have scheduled a meeting with Historic Preservation Office staff to review grant reporting requirements as well as documentation necessary for reimbursement. The Grantee shall engaged the services of a New Jersey licensed planner and architectural historian to complete the grant products.

By March 27, 2010, the Grantee's shall submit to the HPO a draft work plan and methodology to include the following:

- process and methods for fulfilling the goals and objectives of the project as described in Attachment D sections GOALS AND OBJECTIVES (especially the four (4) specific objectives of the project) and PRODUCTS;
- detailed timetable and methodology for completing the historic preservation plan element, including the definition of map requirements (the number, type, dimensions, and format of all maps);
- process of distribution and public review of the draft plan element (Product 1) and redevelopment strategies maps and text (Product 3);
- number, format and estimated schedule of all public meetings and the public hearings required by New Jersey statutes regarding plan element review and adoption.

By June 30, 2010, the Grantee shall submit to the HPO for review and written comment the first draft of the historic preservation plan element and development strategies maps and text (Product 1). The HPO will review the draft plan element and provide written comment. The Grantee must also submit to the HPO (A) the First Interim Expenditure Report, and (B) may elect to submit the First Reimbursement Request. The First Reimbursement Request if submitted, may be for up to fifty percent (50%) of the grant amount and must be in accordance with the Administrative and Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants.

By August 14, 2010, the Grantee shall submit to the HPO for review and written comment the final draft (including all maps and illustrations) of the historic preservation plan element and development strategies, maps, and text (Product 1). The Grantee will also submit to the HPO a draft of the final report (Product 3). The HPO shall provide written comments to the Grantee for incorporation into both Products 1 and 3.

By September 30, 2010, the Grantee shall submit the Final Expenditure Report, Attachment C, the Final Reimbursement Request and all final products.

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BETWEEN**

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(Name of Grantee)
AND**

**THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE10-001

PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. 13:1D-9(r)-2, 13:1B-15: 100 it. seq., 13:1B-15.101 (g) (h) (i), 13:1B-15.105, 13:1B-15.108, 13:1B-15.110. See N.J.A.C. _____. Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises [2] pages, including this page.

CONDITIONS:

This subgrant will be administered and work will be performed in accordance "National Register Programs Guideline" and all documentation required by the "Guideline" will be maintained on file for audit and State Program Approval purposes. The project will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines" for Preservation Planning and the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" and "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." Principal project personnel will meet 36 CFR 61 Professional Qualifications Standards.

Final products which do not conform to the terms and conditions of this Grant Agreement or which do not meet the above cited Secretary of the Interior's "Standards" will not be eligible for reimbursement.

The Grantee will maintain on file evidence of compliance with Federal, State, and local competitive procurement requirements for professional services, consultant services, and subcontracts. Evidence of competitive procurement denoted by an asterisk (*) must be on file with the Department before any grant work is undertaken. Evidence of competitive procurement will include all applicable items on the following Request for Proposal and Competitive Procurement Checklist:

1. Completed Subcontractor Certification (DEP-069 G, Attachment F).*
2. Stockholder Disclosure.
3. Request for Proposal (RFP) Package.*
4. Evidence that the Grantee has solicited Minority Business Enterprises, Women business Enterprises and Small Business. To qualify for these categories, the standards of eligibility established by the Department of Commerce and Economic Development must be met.
5. Copies of three (3) published Legal Notices with Affidavit(s) of Publication (including Affirmative Action Language).
6. List of bidders requesting RFP information.
7. List of proposals received for consideration.
8. Copies of top three (3) contenders' proposals.*
9. Copies of all rejection letters.
10. Resolution of Acceptance.
11. Brief statement justifying the selection made.*
12. Copy of draft contract (for HPO review and approval).*
13. Copy of the full executed contract (must be submitted before any reimbursements will be released).*

The Grantee shall ensure that any Department of Environmental Protection (DEP) or U.S. Department of the Interior, National Park Service (NPS) employee(s) performing any services, compensated or uncompensated, for the Historic Preservation Fund (HPF) grant

have filed a Secondary Employment Form or Conflict of Interest Waiver with his/her primary employer. Confirmation that clearance has been approved by the primary employer must be submitted to the Historic Preservation Office (HPO) prior to the first scheduled reimbursement for this project. The Grantee is responsible for ensuring that all persons who have not obtained the required clearances do not participate in any grant related activities. The failure of the Grantee to comply with this special condition may result in

Termination, Expiration, and Suspension of the grant in accordance with Section XVIII of the General Terms and Conditions and Attachment A, Section XII, Modification, G. If the Grantee determines that no DEP or NPS personnel are participating in any grant or grant related activities, a written statement confirming that there are no DEP or NPS personnel shall be provided in lieu of the Secondary Employment Form(s) or Conflict of Interest Waiver(s).

The Grantee shall incorporate the Historic Preservation Office logo and following acknowledgments in all printed materials, publications and reports prepared and/or printed as a result of grant assistance under this Agreement:

This (printed material, publication or report) has been financed in part with the federal funds from the National Park Service, U.S. Department of the Interior, and administered by the Department of Environmental Protection, Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the U.S. Department of the Interior.

This project received federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility, as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street NW (NC200)
Washington, DC 20240

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GRANT IDENTIFIER: HE10-001

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and **CLOSTER**

BOROUGH (the "Grantee") (such subcontract, the "subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the "grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the grant agreement: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Grantee and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the grant agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: _____

(print name of subcontractor)

by: _____
(signature)

(print name)

(print title)

(number and street)

(municipality, state, and zip code)

(telephone number)

ATTEST:

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name and title)

CERTIFICATION*

I, _____, _____, of
(print name) (print title)

_____ certify that the individual who executed this

_____ (print subcontractor's name)

Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(print name)

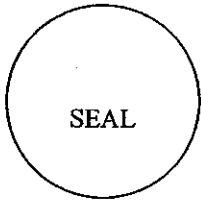
(print title)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name)

(print title)

Date: _____



*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

The Grantee must submit this certification to the HPO prior to the execution of any subcontract in accordance with Attachment D-1