

**Garden State Historic Preservation Trust Fund  
HISTORIC SITE MANAGEMENT GRANT  
FINAL REPORT & REIMBURSEMENT FORM**

Project Number: 2009.0001 Building/Project Name: Willingboro School House

Organization: Willingboro Township

(provide additional sheets as needed)

**\_\_\_ 1. PROJECT SUMMARY / NARRATIVE**

Title / Name of Work Product

State in clear, non-technical language how the grant funds were spent. Note any deviations from the original scope of work for which funds were approved.

Describe the project's accomplishments, how it serves its intended audience, and how you plan to use the final work product. Also note any innovative or unusual methodologies used in the project.

**\_\_\_ 2. PROJECT TEAM LIST**

List the business name, mailing address, phone number, and email address, and personnel, along with their title or role, involved in the project of each Consultant and/or sub-consultant, who contributed to the Work Product.

**\_\_\_ 3. PROJECT SCHEDULE**

Provide a FINAL project timetable. Include dates when substantially complete and final reports and other funded deliverables were submitted by the consultant, as well as time and location of project meetings and presentations, and project completion date.

**\_\_\_ 4. OTHER MATERIALS**

List below any other attachments included in this report such as work products, publicity on the project, or any documentation that is relevant to the funded work, etc.

**\_\_\_ 5. CERTIFICATION**

I certify this report to be true and correct. Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of person completing report

\_\_\_\_\_  
Name (printed)

Project Name: Willingboro School House  
 Project Number: 2009.0001

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**FINAL PROJECT BUDGET**

Total approved budget for each category should correspond with the categories in Attachment B of the Grant Agreement. Please explain any changes or deviations. For further information, please refer to page 6.4-1 in your Manual.

| Categories                | Costs    |        | Variance |
|---------------------------|----------|--------|----------|
|                           | Approved | Actual |          |
|                           |          | \$     |          |
|                           |          |        |          |
|                           |          |        |          |
| <b>Total Project Cost</b> |          | \$     | \$       |

**FINAL PROJECT LEDGER**

List all allowable invoices for this project not submitted with initial report, with their attached photocopies of cancelled checks. Total Project Cost must match that in the "actual" total project cost box above.

| Payee                     | Invoice # | Check # | Cost | (NJHT USE ONLY) |
|---------------------------|-----------|---------|------|-----------------|
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
|                           |           |         |      |                 |
| <b>Total Project Cost</b> |           |         |      | \$              |

- A. Total Grant Amount \$ \_\_\_\_\_
- B. Amount of Initial (previous) reimbursement \$ \_\_\_\_\_
- C. Amount Now Requested \$ \_\_\_\_\_
- D. Balance [A-(B+C)] \$ \_\_\_\_\_

I certify that the above disbursements for which final reimbursement is requested have been made in accordance with the standards and conditions contained in the grant agreement with the New Jersey Historic Trust.  
 Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

\_\_\_\_\_  
 Authorized Chief Financial Officer Signee

\_\_\_\_\_  
 Name & Title (printed)

Project Name: Willingboro School House  
Project Number: 2009.0001



*NJ Department of  
Community Affairs  
Transmittal and  
Payment Voucher*

Date: \_\_\_\_\_

To: Mike Kozar, Budget & Fiscal  
DCA / Office of Smart Growth, 8<sup>th</sup> floor, PO Box 800  
From: Carl Nittinger, Fiscal Officer  
New Jersey Historic Trust, Room 604, PO Box 457

*Payee Reference:*


Project #: 2009.0001  
Project Name: Willingboro School House  
Reimbursement # \_\_\_\_\_

Grantee: Willingboro Township

Grant Agreement Begins: July 29, 2010 Ends: July 29, 2013

Payment Reporting Period \_\_\_\_\_ to \_\_\_\_\_ Close-Out / Retainage

Reimbursement Amount \$ \_\_\_\_\_

 **Grantee Certification:**

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

Joanne Diggs  
Typed Name of CFO/Treasurer

\_\_\_\_\_  
Original Signature  
use BLUE or Red ink only

\_\_\_\_\_  
Date

**NJHT Certification:**

I certify that the articles have been received or services rendered as stated herein.

Carl Nittinger, Fiscal Officer  
NJHT Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Division Fiscal Certification:**

21-6007381-00  
Vendor ID #

GO # 022-80498000-

LN 1 \$ \_\_\_\_\_

(C-2.4)

A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST  
AND

Willingboro Township  
(Grantee)

2009.0001

SCOPE OF WORK

The Scope of Work for this grant agreement consists of the Grantee's proposal delineated in this Attachment D-1. The Scope of Work consists of four items.

- I. Overview and Preservation Objectives of the Entire Project SEE BELOW
- II. Project Review Authority SEE BELOW
- III. Activities Funded by this Grant SEE BELOW
- IV. Project Schedule SEE BELOW

**Commencement of Grant Project** A Grant Agreement must be in effect within 12 months of the appropriation date of these funds or the grant will lapse. In addition, work on a capital project must have begun within 12 months of the appropriation date of these funds or the grant may be terminated.

V. Project Reporting Schedule

Grantee must provide two reports. The Initial Report (see Attachment C-1) is due after execution of this Grant Agreement. The Final Report (See Attachment C-2) is due after the completion of the Project and before the expiration of this Grant.

Project Name: Willingboro School House  
Project Number: 2009.0001

Attachment D-1

## ATTACHMENT D-1, SCOPE OF WORK

Name of Grantee: Willingboro Township  
Project Name: Willingboro School House  
Project Number: 2007.0001  
Grant Award: \$ 12,413

### I. OVERVIEW OF PRESERVATION OBJECTIVES OF ENTIRE PROJECT

The one-room school was constructed in 1866 in what was originally called Welling Borough, a small rural community. When the school was closed in the 1920s, the building was used for the town hall and community meeting place until being "restored" as a museum in the 1960s. This is one of New Jersey's first properties listed on the New Jersey Register of Historic Places. Open infrequently for community events, the modest building is suffering deterioration of its roofing, masonry and windows.

The grant will help fund the preparation of a preservation plan that will assess current conditions and set priorities for stabilization, repair and restoration.

### II. PROJECT REVIEW AUTHORITY

The New Jersey Historic Trust will review and approve at least one draft (80%) and a final copy of the project deliverables. If appropriate, such documents will be reviewed for compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Grantee shall copy the New Jersey Historic Trust on all project correspondence and inform Trust representative in advance of project meetings.

### III. ACTIVITIES FUNDED BY THIS GRANT

#### III.A Description of Work to be Funded with this Grant.

The scope of work of this grant includes non-construction tasks directly related to the funded work:

1. Professional architectural and historic preservation services for the preparation of a preservation plan as described in a proposal by Westfield Architects & Preservation Consultants dated March 18, 2009, pages D-1.4 to D-1.15 (Exhibit 1).
2. Preparation of a Project Completion Report.

Project Name: Willingboro School House  
Project Number: 2009.0001

Attachment D-1

III.B. Schedule of Values for Work to be Funded with this Grant

Professional fees and project expenses directly related to the funded work:

|  | <u>Item Amount</u> |
|--|--------------------|
| 1. Fees and expenses for Preservation Plan by Westfield Architects | \$ 16,550          |
| <b>TOTAL</b>   | <b>\$ 16,550</b>   |
| <b>GRANT AWARD (No more than 75% of total)</b>                     | <b>\$ 12,413</b>   |
| Initial payment: \$ 9,930.40                                       |                    |
| Final payment: \$ 2,482.60   |                    |

The above payments are based on project costs as specified in the Grant Application. If costs are less, these amounts will be reduced and/or the Grantee will remit the balance of grant to the Trust. In accordance with the General Terms and Conditions of this grant, if a copy of the draft project deliverables are not provided to the Trust by the Work Period Expiration Date, any initial grant payments made by the Trust are to be returned in full to the Trust.

IV. PROJECT SCHEDULE:

Agreement Commencement Date: July 29, 2010  
Work Period Commencement Date: July 29, 2010  
Agreement Execution Deadline: January 29, 2012  
Project Commencement Deadline: January 29, 2012  
Work Period Expiration Date: July 29, 2012  
Agreement Expiration Date: July 29, 2013

Created: January 4, 2010 by C. Goulet  
Revised:

**Proposal  
for  
Professional Consulting Services**



**Willingboro School House**

**Preservation Plan**

**One Salem Road  
Willingboro, NJ 08046**



**presented to:**

**Charlotte Hack, Chairperson  
Willingboro Heritage Commission  
Six Twig Court  
Willingboro, NJ 08046**

**18 March 2009**

**Westfield Architects  
& Preservation Consultants**

(D-1.4)

## **Problem Statement**

The Township of Willingboro has requested the preparation of an Historical Preservation Plan as defined by the National Park Service, National Preservation Policy, for the historic 1866 Willingboro School House at One Salem Road, Willingboro, NJ. The building is currently vacant. The Township intends, through the preparation of the Historical Preservation Plan, to evaluate potential new uses and costs associated with the restoration and rehabilitation of the building.

## **Project Overview**

The Willingboro School House is the only surviving historic school building in Willingboro and is typical of the one-room schoolhouses in which most of Burlington county's children were educated in the 19th century. This school, the third to serve the community, was erected in 1866 at a cost of \$995.00. The significance of the school was recognized by the property's listing on the National Register of Historic Places on April 21, 1975.

As a one-room school, all grades were accommodated in this building, with a single teacher responsible for their education. In 1918, a new school was built adjacent to the 1866 building, replacing its function. However, the old school functioned as a municipal building and meeting place for community groups until 1960.

The school house, almost square in plan, was constructed in a vernacular Italianate style. The three-bay brick building features a six-panel door flanked by two shuttered, four-over-four windows. The shallow hipped roof is crowned by a small square cupola, also with a hipped roof.

## **Methodology and Approach**

This project will be undertaken in several, overlapping phases. The first tasks to be addressed will include the physical survey of the building and research into the history of the building. For the physical survey, the architectural description and existing conditions will be established through field investigations by the architect and associate, as well as the engineers and architectural conservator. The architect and senior preservation specialist will perform elevation-by-elevation and interior surveys, supplemented by photographs documenting the architectural elements and existing conditions. For each elevation or room, a page-long survey sheet will be completed to document the features and problems. The structural engineer, Brian Wentz, P.E. of Keast & Hood Company, will conduct a visual survey of the building and take measurements as necessary to make load calculations. The structural engineer's observations will be supplemented by photographs. The mechanical engineer, Robert D. Hubbard, P.E. of Robert D. Hubbard, Consulting Engineers, Inc., will perform a visual inspection of the mechanical, electrical, and plumbing systems throughout the building (if any). Finally, Lorraine Schnabel,



architectural materials conservator, will visit the site after the other investigations. Research into the history of the building have been conducted, to obtain mortar samples. The locations from which the samples will be taken will be defined during the research and investigation phase to ensure that samples from original fabric, wherever possible, will be obtained. Aside from sampling the mortar, no destructive investigation will be performed.

The documentary research will be conducted concurrently with the physical survey. Existing research will be examined and additional original research in local, county, and regional depositories will be reviewed, as well as any private depositories to which we can obtain access. The main focus of the research will be to locate historic photographs and to provide additional information on the building's historic appearance and the sequence of any changes.

Once the physical survey and documentary research are complete, the feasibility portion of the project will commence. This phase will entail an evaluation of the existing conditions and significance of the building. This evaluation will be the basis for developing one or more scenarios for rehabilitation and reuse of the building in conjunction with the Township. Westfield Architects will perform a code review and analysis in accordance with the New Jersey edition of the International Building Code 2006 and the American National Standard for Accessible and Usable Buildings and Facilities 2003 for inclusion in the Historical Preservation Plan.

Finally, the written document will be developed to include all of the sections outlined below under the Proposed Scope of Basic Services.

## Experience

Our proposal includes complete compliance with the standards outlined in the New Jersey Historic Preservation Office's publications and 36CFR 61, as well as the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

Westfield Architects & Preservation Consultants has extensive experience providing these services for other historic buildings. We have prepared numerous planning documents in the past, including the following:

All Saints Episcopal Church, Parish Hall & Rectory (1884), Lakewood  
Burlington Old City Hall (1839, 1910), Burlington  
Champion Newton-Union School (1821), West Collingswood  
Chesterford School ( c.1809), Maple Shade  
Collins-Jones House ( c.1785, c.1808), Burlington  
Cox House ( c.1825, c.1850, 1904), Barnegat  
General Godfrey House Historic Site ( c.1750, c.1800), New Hanover Township  
Grover House ( c.1750, c.1820), Middletown Township  
Harrison Township Old Town Hall (1871), Mullica Hill  
Hunter-Lawrence-Jessup House ( c.1765, 1888), Woodbury

Lucy the Elephant (1881), Margate  
Mount Holly Friends Meeting House (1775, 1850), Mount Holly  
Peter Mott House ( c.1845), Lawnside  
Richardson Avenue School (1931), Swedesboro  
Spring Garden Street Schools (1865-1895), Palmyra  
St. Mary's Hall-Doane Academy ( c.1840-1912), Burlington  
St. Stephen's Episcopal Church (1852), Mullica Hill  
Telegraph Building for Preservation Salem, Inc. ( c.1850), Salem  
Thomas & Mary Evens House (1785), Evesham Township  
Trinity Episcopal "Old Swedes" Church (1784), Swedesboro

For the historic Willingboro School House, we have assembled an experienced project team. Margaret Westfield, R.A. will serve as the primary project contact. She will coordinate the efforts of all team members and be involved in all aspects of the work. Sheila Koehler, Associate, will assist with field investigations and drafting the document. Partner Michael M. Westfield, R.A. will develop the schematic designs and evaluate code and handicapped accessibility issues. Architectural Historian Sheila Koehler will undertake documentary research. Our consulting engineer, Brian Wentz, P.E. of Keast & Hood Company, will visit the site and analyze the building's structural systems, and provide recommendations in response to his observations. His comments, as well as those of our consulting mechanical engineer, Robert D. Hubbard, P.E., (who will analyze the mechanical, plumbing, and electrical systems, if any, and make recommendations as required) will be incorporated and their reports will be included as appendices. Lorraine Schnabel, of Schnabel Conservation, will prepare the mortar analysis. MPG, Inc. a restoration contracting firm with more than thirty years of experience with historic buildings, will provide cost estimates for the specific recommendations.

## **Proposed Scope of Basic Services**

### **Preservation Plan**

For the Willingboro Schoolhouse, we will prepare an in-depth, comprehensive document incorporating the standard elements of a Historical Preservation Plan, including the following sub-sections:

1. An **Executive Summary** will provide a summary of the historic significance of the building, the recommended preservation approach and an overview of the findings and the costs associated with the proposed work.
2. An **Introduction** section will provide an overview of the history of the building, the project's recent history, and an outline of the possible approaches to addressing the needs of the structure.
3. A **Historical Significance** section will present known and new research on the history of the building and will address the historic and architectural significance of the property.

(D-1.7)

This information provides the context for the assessment recommendations.

4. An **Existing Conditions Assessment** section will document the structure and identify significant architectural features and will analyze the present condition of the building, including the structure and finishes, identifying problems requiring correction. This section will include a discussion of the reports of the structural and mechanical engineers. A special **Feasibility Assessment** will delve into code-related issues, handicapped accessibility, and the possibilities for future use of the building.
5. A **Photodocumentation** section will present visual information about the architectural features and structural and mechanical systems, as well as current conditions of the building.
6. Based on the existing conditions assessment and the feasibility section, **Recommendations for Treatment and Use** will be outlined with priority annotations and suggestions for phasing. A statement of philosophy and an explanation of preservation alternatives, will be included. These recommendations will address necessary improvements and establish priorities for primary structural repairs, prioritized primary repairs/improvements, secondary or short-range improvements to meet functional/programmatic demands, and for aesthetic restoration and long-range improvements needed to meet the future programmatic needs of the building. The prioritized, recommended **Scope of Work** items will be presented with a **Preliminary Cost Estimate** with order of magnitude project costs produced in consultation with an experienced historic contractor/cost estimator, MPG, Inc.
7. A **Cyclical Maintenance Program** will be included to guide maintenance of the restored building.
8. A final **Conclusion** chapter will summarize the Preservation Plan, including a phased approach to the options presented.
9. A **Bibliography** will list all resources used in the research and writing of the history of the building.
10. **Structural Engineer's Assessment (Appendix)**. Brian Wentz, P.E. of Keast and Hood Company will evaluate the structural integrity of the building. His observations and recommendations will be incorporated into the document, and his report will be included as an Appendix A.
11. **Mechanical Engineer's Assessment (Appendix)**. Robert D. Hubbard, P.E., will evaluate the mechanical, electrical, and plumbing systems of the building. His observations and recommendations will be discussed and incorporated into the document, and his report will be included as an Appendix B.
12. **Material Conservator's Mortar Analysis (Appendix)**. Lorraine Schnabel of Schnabel Conservation will analyze one mortar sample from the building's exterior wall to determine the original mortar composition and replication mix for repointing purposes. Her report will be included as Appendix C.

(D-1.8)

**13. Glossary of Terms (Appendix).** A glossary of architect pertinent to the building, will be included as Appendix.

**14. Technical Information (Appendix).** We will include appropriate Preservation Briefs, and other pertinent publications as an appendix for handy reference in Appendix E.

Two color copies of the finished report and one CD with a PDF of the Preservation Plan will be provided. We typically leave one of the two copies unbound to facilitate future copying.

## **Additional Services**

We would be available on an "as-requested" basis to provide on-going consultation on architectural issues, and to make presentations to interested parties as necessary. We would also be available to carry out construction drawings and specifications for recommended work on the building.

## **Proposed Work Schedule**

Based on a notice-to-proceed date of 15 May 2009, it is anticipated that work on the Preservation Plan will be completed and submitted to the Township by 15 February, 2010, so the Township will have it in time to include it as a supporting document for next year's Capital grant applications if pursued. If the Township is successful in obtaining one of this year's HSM grants from the New Jersey Historic Trust, the report will be revised within 4 weeks of their review comments.

## **Fees**

### **Basic Services: Preservation Plan**

Westfield Architects & Preservation Consultants would prepare a Preservation Plan for the Willingboro Schoolhouse as described above for a lump sum fee of **Sixteen Thousand Five Hundred and Fifty Dollars (\$16,550.00)**. This Basic Services fee includes the consulting costs of the structural engineer, mechanical engineer, materials conservator, cost estimator, and reimbursable expenses.

### **Task Assignment & Expenses Allocations**

These hourly estimates are to explain the level of involvement of team members and consultants.

(D-1.9)

**Preservation Plan**

| Task Assignments                          | # Person Hours     | Est. C          |                            |
|---|--------------------|-----------------|----------------------------|
| Site Visits, Research, Photodocumentation | 10 hrs. @\$120/hr. | \$1,200         | Associate                  |
| Preparation/Writing Preservation Plan     | 60 hrs. @\$120/hr. | 7,200           | Associate                  |
| Site Visits, Recommendations              | 8 hrs. @\$150/hr.  | 1,200           | Partner/Historic Architect |
| Document Coordination                     | 6 hrs. @\$120/hr.  | 720             | Associate                  |
| Document Review, Coordination             | 8 hrs. @\$150/hr.  | 1,200           | Partner/Historic Architect |
| Document Production                       | 40 hrs. @\$40/hr.  | 1,600           | Clerical                   |
| <b>Subtotal - Architectural Services</b>  |                    | <b>\$13,120</b> |                            |

**Estimated Expenses and Consultants**

|  |                    |                |                            |
|--|--------------------|----------------|----------------------------|
| Structural Evaluation                        | 12 hrs. @\$110/hr. | 1,320          | Brian Wentz, P.E.          |
| Mechanical Evaluation                        | 6 hrs. @\$150/hr.  | 900            | Robert Hubbard, P.E.       |
| Materials Conservator                        | lump sum           | 550            | Lorraine Schnabel          |
| Cost Estimator                               | 6 hrs. @\$95/hr.   | 570            | Masonry Preservation Group |
| Mileage                                      |                    | 40             |                            |
| Photocopying & Binding                       |                    | 50             |                            |
| <b>Subtotal - Expenses &amp; Consultants</b> |                    | <b>\$3,430</b> |                            |

**Total**

|                   |                 |  |
|-------------------|-----------------|--|
| <b>TOTAL COST</b> | <b>\$16,550</b> |  |
|-------------------|-----------------|--|

*Note: If the Township is successful in obtaining a Trust grant, a review draft will be provided at no additional charge.*

**Additional Services**

Fees for Additional Services are invoiced at our standard rates based on actual time expended to perform requested or necessary tasks.

**Rates**

Partners/Historic Architect . . . . . \$150.00 per hour  
 Associate/Senior Preservation Specialist . . . . . \$120.00 per hour  
 Preservation Specialist . . . . . \$80.00 per hour  
 Architectural Designer/CAD Technician . . . . . \$60.00 per hour  
 Clerical . . . . . \$40.00 per hour

(D-1.10)

The above rates are in effect for the duration of the time necessary or one year whichever comes first (unless otherwise agreed to in writing).

### Consultants' Rates

Our consultants' rates are as follows:

|   |                  |
|---|------------------|
| Robert D. Hubbard, P.E. . . . .                     | \$150 per hour   |
| Brian Wentz, P.E., Keast and Hood Company . . . . . | \$135 per hour   |
| Lorraine Schnabel, Schnabel Conservation . . . . .  | \$550 per sample |
| MPG, Cost Estimator. . . . .                        | \$105 per hour   |

### Reimbursable Expenses

Reimbursable expenses to provide the Preservation Plan are included in our proposed lump sum fees as outlined above. For any Additional Services (only), actual expenditures made by this firm and our consultants in the interest of the Project are considered reimbursables per the attached **General Terms and Conditions**. Such Additional Services, if any, would only be provided at the written request of the Owner.

### Invoicing

We typically submit monthly invoices based on percentage of completion or hourly for on-going tasks and services. Payment is due within thirty (30) days. Prompt payment is expected in order to maintain a smooth flow of work. Please advise if you require a different arrangement.

### General Terms and Conditions

Upon acceptance, these General Terms & Conditions are an integral part of the Agreement and together with all referenced documents, constitute the Agreement between the Client and Westfield Architects & Preservation Consultants ("Architect"). This Agreement shall be governed by the laws of the State of New Jersey. In case of conflict between these sections and others in the Agreement, the other terms and conditions of the Agreement shall govern.

#### A. Scope

The Scope of the Project and the Architect's Services shall consist only of that Scope as is described in the Proposal and includes all and only such work as the Architect deems reasonably necessary to carry out and complete the Basic Scope of the Project.

(D-1.11)

For those projects involving conceptual or schematic development services, the Architect's activities are often not fully definable in the initial proposal. As the Project progresses, the information uncovered may dictate changes which may alter the Scope. The Architect will inform the Client immediately of any such changes which may have an impact on services and fees.

All changes to this Proposal and subsequent Agreement must be approved in writing by both parties prior to the performance of related work.

## B. Obligations of Client

The Architect shall be entitled to rely upon the accuracy and completeness of any services, information, surveys and reports furnished by the Client.

## C. Architect's Services

Evaluations of the Client's Project budget and Statements of Probable Construction Cost, if any, prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. Neither the Architect nor the Client has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. The Architect cannot and does not warrant or represent that prices will not vary from the Project budget proposed, or from any Statement of Probable Construction Cost or other cost estimate, opinion, or evaluation prepared by the Architect.

All documents (drawings, calculations, specifications) as instruments of services produced by Architect remain the property of the Architect whether or not the project is executed. All original work is copyrighted and all rights are reserved by the Architect. Client may not use for any other purpose without written permission of the Architect. This will not apply to the Preservation Plan.

Architect is not responsible for providing in-depth property surveys, soils testing or engineering as might be subsequently requested or required for any phases of services. Land survey services are not included.

The Architect shall not be responsible for any Contractor's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's work. The Architect disclaims any and all warranties, expressed or implied, of merchantability, fitness or otherwise of construction work.

Nothing herein contained shall be construed as constituting a guarantee, warranty, or assurance either expressed or implied, that the Architect's services will yield or accomplish a perfect outcome for the Project; or, obligating the Architect to exercise professional skills and judgment greater than that which can be reasonably expected from other architects under like circumstances.

(D-1.12)

Competitive Bidding phase services include only one round of bid proposals from qualified General Contractors. If, for any reason, the project requires additional architectural services and reimbursable expenses associated with re-bidding shall be considered additional services.

#### D. Liability

Neither party shall hold the other responsible for events beyond the other's respective direct control. The Architect shall not be liable for increased construction costs resulting from unforeseeable conditions or changes to the work to accommodate unforeseen field conditions. Construction is considered to include all items normally required to be a part of the construction or assembly through industry standards or normal construction practice whether or not specifically shown in Architect's documentation.

Subject to the foregoing provisions, the Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages, and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this agreement, by the negligent acts, error or omission of the Architect or anyone for whom the Architect is legally responsible.

The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and agents from any liabilities, damages, and costs (including reasonable attorney fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom the Client is legally responsible.

In the event that either party institutes legal action of any kind (suit, arbitration, etc.) against the other party because of any real or alleged breach of contract, failure to perform, errors, omission, or negligence, and if such legal action is not successfully prosecuted, or if it is dismissed, or if the decision is rendered for one party, the other party agrees to pay the first party any and all costs of defense.

#### E. Fee Payment

Invoices shall be considered correct as rendered if not questioned in writing within fourteen (14) calendar days of submission of the invoice. No retainage shall be made for the compensation due.

Accounts outstanding more than sixty (60) days after the submission date of the invoice(s) are subject to carrying charges of 1.5 percent per month on the unpaid balance, calculated from submission date of the invoice(s). This is an annual rate of 18 percent. Furthermore, no product or work produced by the Architect shall be turned over to the client if there is an overdue balance on the client's account.

(D-1.13)



Prompt payment to the Architect is a material consideration of Agreement(s). Failure to pay any invoice when due shall entitle the Architect to suspend or terminate all work on the Project, at his option. In the event of such suspension or termination, the Client shall make no demand for liquidated damages for delays or actual damages for delays, and no liquidated damages may be assessed against the Architect for delays or causes attributed to other Contractors or arising outside the Scope of this Proposal.

Any Agreement may be terminated by either party upon fourteen (14) days written notice. In the event that an Agreement is terminated, the Architect shall be paid compensation for all services performed to the termination date including Reimbursable Expenses and approved consultants' fees then due.

The Architect has the right to periodically alter the hourly rate structure for services. These new rates would apply **only** to work not already under contract in any Agreement or work performed beyond the time constraints stated elsewhere in the Proposal. Additional Services and subsequent Agreements initiated after the rate adjustment would be subject to those new rates.

All services that are billed on an hourly basis are calculated to include travel time from the Architect's office and the offices of the Architect's Consultants.

All services are billed monthly and upon completion of a phase, task or project. Fees are based on hourly rates and actual hours expended performing services. Totals of fees may be estimated based on projected services and events. Lump sum fee totals may be offered where appropriate. If/when it becomes evident that fees will exceed estimates, Architect will inform Client in writing before proceeding.

Reimbursable expenses shall consist of expenditures made by the Architect and its Consultants in the interest of the Project including, but not limited to, the following: fees paid for securing approval of authorities having jurisdiction over the Project; facsimile transmission fees; expenses of photocopying, printing, reproductions, and reproducible drawings, excluding reproductions for the office use of the Architect; postage and handling of drawings, specifications and other documents; expenses for photographic production and equipment rentals; and coordination time with other consultants or contractors retained directly by the Client. Reimbursable expenses shall be billed at current market rates or as modified in the Proposal. Expenses of any additional insurance coverages or limits, requested or required by the Client in excess of that normally carried by the Architect and its consultants, shall be reimbursed by the Client, for a duration as mutually agreed upon.

## **Special Conditions**

1. This Proposal is valid for a period of one (1) year from the date it is submitted. If not accepted in that time, it may be withdrawn; and terms, conditions and fee may be subject to negotiation. The proposed work schedule will be adjusted proportionally for a delayed notice to proceed.

2. Standard hourly rates will be fixed as stated herein to perform the scheduled time-frame. Rates may be adjusted 1/1/10 for Additional Services and work performed beyond the agreed-upon scope.
3. All changes to this Proposal, any Contract, the Scope of Work or Services will be approved in writing by both parties and may be reason for adjustment to the fee by the Architect.
4. Submissions and related fees to governmental review agencies or boards are not included.
5. The fees for any Professional Consultants, as required by the needs of the project beyond the consulting services outlined for the Preservation Plan, would be billed separately and are not included in this Proposal. Such consultants, if any, would only be retained with the written authorization of the Client.

## Acceptance

If the above is acceptable, we will be glad to enter into a contract with the Township of Willingboro.

Thank you for giving us the opportunity of presenting this Proposal. We are looking forward to working with you on this worthwhile project.

Respectfully submitted,

**Westfield Architects &  
Preservation Consultants**

Margaret Westfield, R.A.

Enclosures

A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST  
AND

Willingboro Township  
(Grantee)

2009.0001  
(Grant Number)

SPECIAL REQUIREMENTS

The Grantee must comply with the requirements contained herein as well as any rules and regulations promulgated under the program's enabling legislation N.J.A.C. 15:34. Listed below are specific requirements/special conditions of the grant program covered by this agreement.

- A. All recommendations funded by this grant must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and are reviewed as possible encroachments under N.J.A.C. 7:4-1.3 and 7.2 (New Jersey Register of Historic Places Act).
- B. Compliance with the Standards extends to the whole project as defined in Section I of Attachment D-1, and is not limited to the activities funded by this grant.
- C. Submit a copy of all work products including but not limited to written reports, drawings, contract documents, specifications, etc., relevant to the funded work for review and comment by the Trust as soon as they are available:
- Upon executing this agreement
  - At % completion (determined by total expenditures toward project)
  - At 80% completion (determined by total expenditures toward project)
  - At 100% completion (determined by total expenditures toward project)
1. Written notification will be provided if any submission is not in conformance with the conditions of this agreement, or the laws and regulations which pertain to it.
  2. An additional copy of any submission must be provided if requested by the Trust.
- D. The Grantee will credit the Trust in all final work products funded by this grant with the following statement: The preparation of this [description of work product] has been made possible, in part, by public funds from the Garden State Historic Preservation Trust Fund administered by the New Jersey Historic Trust. Credit must be given to the NJHT in all printed materials, releases and announcements of the grantee regarding all activities to which NJHT funds contribute.
- E. The Trust logo must be used by the grantee in publicizing those programs or documents supported by this grant (including but not limited to newsletters, brochures, and flyers). The logo is to be used only when the above stated credit line is also used and never in its place (this implies sponsorship). Ideally, the logo should be reproduced as a unit without alteration.

Project Name: Willingboro School House  
Project Number: 2009.0001

ATTACHMENT D-2

GARDEN STATE HISTORIC PRESERVATION TRUST FUND  
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST

APPLICATION FOR MAJOR CHANGE

Project Number: 2009.0001 Building/Project Name: Willingboro School House

Organization: Willingboro Township

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Application for Major Change #: \_\_\_\_\_

Read Section XII of the Grant Agreement, Project Revision and Modification, and Chapter 4 of the Grantee Manual, Amending the Agreement, before completing this application. Note that this application must be received by the Trust at least twenty working days prior to the proposed Major Change(s).

Explain the rationale for the proposed Major Change(s) in the attached cover letter. Amend the required revised document(s) so that the changes are obvious and consistent with the format of the original document.

Items included in this application (check off):

- \_\_\_\_\_ cover letter explaining/justifying proposed change(s)
- \_\_\_\_\_ revised "Project Schedule" (Attachment D-1, Section IV)
- \_\_\_\_\_ revised "Project Team" (Attachment D-1, Section IIIA and Attachment C, Project Team )
- \_\_\_\_\_ revised "Narrative Description" (Attachment D-1, Section IIIA)
- \_\_\_\_\_ revised "Budget Summary" (Attachment B)
- \_\_\_\_\_ revised "Schedule of Values" (Attachment D-1, Section IIIB)
- \_\_\_\_\_ additional attachments (specify):

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title for Grantee \_\_\_\_\_

Project Name: Willingboro School House  
Project Number: 2009.0001

GARDEN STATE HISTORIC PRESERVATION TRUST FUND  
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST

GOVERNING BODY / BOARD RESOLUTION

The governing body/board of Willingboro Township desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$12413. for the following project Willingboro School House

Therefore, the governing body authorizes Eddie Campbell, Jr., Mayor (Insert Name and Title of Authorized Signatory) to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

Introduced and passed June 9, 2010

Ayes: Anderson, Ayrer, Gordon and Campbell

Noes: None

Absent: Jennings

Approved:

Eddie Campbell  
(Signature of Mayor, Freeholder Director, or Board Chairperson)

Title: Mayor

Attested: Daniel Orsi  
(Signature of Municipal or County Clerk, Board Secretary, or Notary Public)

*Insert raised government, corporate or notary seal*

A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST

AND

Willingboro Township  
(Grantee)

2009.0001  
(Grant Number)

SUBCONTRACTOR CERTIFICATION

As a condition of the subcontract entered into between \_\_\_\_\_, "Subcontractor," and "Grantee", for work under a grant agreement with the New Jersey Historic Trust, the Subcontractor agrees to the following terms:

1. The Subcontractor acknowledges all of the provisions of the grant agreement between the Grantee and the Trust.
2. The Subcontractor acknowledges and accepts that his status is that of an independent principal hired to complete a specified amount of work for the Grantee and not as an agent, employee or contractor of the Trust.
3. The Subcontractor must hold the Trust harmless for any consequences of his subcontract with the Grantee and will look solely to the Grantee for any payments or damages arising out of his work on his subcontract.

**NOTE:** The Grantee must obtain this certification from each subcontractor prior to execution of any subcontract and agrees to submit any subcontract to the New Jersey Historic Trust for approval before the subcontractor is hired. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.

\_\_\_\_\_(Subcontractor)  
By: \_\_\_\_\_ (Signature)      Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Project Name: Willingboro School House  
Project Number: 20090001

ATTACHMENT G

A GRANT AGREEMENT BETWEEN STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST  
AND

Willingboro Township(Grantee)

2009.0001 (Project Number)

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

I am the Joanne Diggs (Insert Title of Chief Financial Officer or Treasurer) of Willingboro Township (Grantee) and, in this capacity, I will be responsible for establishing and maintaining the financial statements for Grant Number 2009.0001

The accounting system that will be established and maintained for the purpose of this proposed contract/ grant will be adequate to:

1. Provide for accurate identification of the receipts and expenditures for items to be reimbursed by the New Jersey Historic Trust;
2. Provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. Provide accurate and current financial reporting information;
4. Be integrated with a strong system of internal controls and;
5. Will conform to any and all requirements or guidelines that the New Jersey Historic Trust may issue including Section VIII and Section XI of the Grant Agreement.

Joanne M. Diggs  
Signature of Chief Financial Officer / Treasurer

Joanne G. Diggs  
Name (Print or Type)

6/11/2010  
Date

**REFERENCE  
BIBLIOGRAPHY**

This bibliography is provided for reference purposes only. It includes documents that might be helpful to the grantee.

**A. New Jersey Department of Treasury**

- Circular Letter 93-05. Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments
- State Grant Complaints Supplement
- Single Audit Policy Guide for Nonprofit Sub recipients and Independent Auditors

**B. United States General Accounting Office**

- Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions (Yellow Book)

**C. Federal Office of Management and Budget**

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State and Local Governments
- Proposed Revision to Circular A-87: Cost Principles for State and Local Governments
- Circular A-88 Revised: Indirect Cost Rates, Audit and Audit Follow-up at Educational Institutions
- Proposed Circular A-88 Revised: Coordinating Audits and Negotiating Indirect Cost Rates at Educational Institutions
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliances Supplement, Revised)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Circular A-110: Uniform Administrative Requirement for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Proposes Revision of OMB Circular A-102 and A-110: Grants and Cooperative Agreements
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-128: Audits for State and Local Governments
- Proposed Circular A-133: Audits of Institutions of Higher Education, and Other Nonprofit Organizations

**D. American Institute of Certified Public Accountants (AICPA)**

- Audits of State and Local Governmental Units



**RESOLUTION NO. 2010 - 170**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 23 day of Nov., 2010, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- \_\_\_\_\_ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- \_\_\_\_\_ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- \_\_\_\_\_ 3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- \_\_\_\_\_ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- \_\_\_\_\_ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- \_\_\_\_\_ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- X \_\_\_\_\_ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- \_\_\_\_\_ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- \_\_\_\_\_ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- \_\_\_\_\_ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to CONTRACT NEGOTIATIONS

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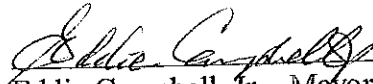
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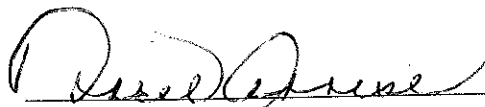
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**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

  
 Eddie Campbell, Jr., Mayor

Attest:

  
 Marie Annese, RMC  
 Clerk

| Recorded Vote         | Yes | No | Abstain | Absent |
|-----------------------|-----|----|---------|--------|
| Councilman Anderson   | ✓   |    |         |        |
| Councilman Ayrer      | ✓   |    |         |        |
| Councilman Gordon     | ✓   |    |         |        |
| Deputy Mayor Jennings | ✓   |    |         |        |
| Mayor Campbell        | ✓   |    |         |        |