

# RESOLUTION

No. 21-480

Date of Adoption October 21, 2021

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman

Caldwell-Wilson, Harrison, Rodriguez

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN  
PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO  
HUNTER RESEARCH, INC. FOR HISTORIC PRESERVATION AND CONSULTING  
SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM  
ASSESSMENT FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 22, 2021 TO OCTOBER  
21, 2022 IN AN AMOUNT NOT TO EXCEED \$66,591.00- RFP2021-12**

**WHEREAS**, the City of Trenton has a need for Historic Preservation and Consulting Services to Conduct a Preservation Plan and Heritage Tourism Assessment for a period of one (1) year for the Department of Recreation, Natural Resources and Culture; and

**WHEREAS**, a request for proposal was advertised, and two (2) proposals were received on May 13, 2021, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Hunter Research, Inc., 120 West State Street, Trenton, New Jersey 08608 was deemed to include the necessary qualifications and expertise for the performance of the services; and

**WHEREAS**, funds in an amount not to exceed \$66,591.00 have been certified to be available in the following account number: FY'2021 (NJHT grant), G-SS-21-70-631B-290.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Hunter Research, Inc., 120 West State Street, Trenton, New Jersey 08608 for Historic Preservation and Consulting Services to Conduct a Preservation Plan and Heritage Tourism Assessment for a period of one (1) year for the Department of Recreation, Natural Resources and Culture
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN					✓				

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 21, 2021

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2021-12**

**RESOLUTION 21-480**

**HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND  
HERITAGE TOURISM ASSESSMENT  
AWARDED TO HUNTER RESEARCH, INC.**

**THIS CONTRACT**, made this 22<sup>nd</sup> day of OCTOBER 2021 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **HUNTER RESEARCH, INC., 120 WEST STATE STREET, TRENTON, NEW JERSEY 08608** (CONTRACTOR").

**WHEREAS**, the City has a need **FOR HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT** for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

**WHEREAS**, Contractor agrees to provide **FOR HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT** for the City of Trenton, Department of Recreation, Natural Resources and Culture in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**FOR HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT** for the City agrees to retain **HUNTER RESEARCH, INC., 120 WEST STATE STREET, TRENTON, NEW JERSEY 08608** ("the request of and under the general supervision of the City of Trenton, Department of Recreation, Natural Resources and Culture.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from September 10, 2021 to September 9, 2022 in an amount not to exceed \$66,591.00.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION: Resolution #21-480** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Recreation, Natural Resources, and Culture.
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

## **7. MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



HUNTER RESEARCH, INC.

120 WEST STATE STREET  
TRENTON, NEW JERSEY 08608



DATE

Seal: \_\_\_\_\_

Attest: 

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:



MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

11/10/22  
DATE

11.24.21  
DATE

the cemetery would allow it to receive visitors and once again become a green and cultural oasis in Trenton's urban landscape - to the benefit of all our visitors, workers, and residents.

The Cemetery is designated as a Trenton City Landmark and was determined individually eligible for inclusion in the National Register of Historic Places in 2002.

Mercer Cemetery was the subject of major rehabilitation in 1991 funded by the NJDEP Green Acres program. For the preparation of this project, these plans will help provide important information on the site assessment and are can be reviewed at:

<https://spaces.hightail.com/receive/GhWUqcnaTQ/dXMtOGMxOTQyMzItNTEwZC00N2lwLTk3ODMtZWVlODMzNGVjYTkz>

and includes the following:

- Mercer Cemetery Park Plans, Arnold Associates Landscape Architects dated 1991

The City of Trenton has been awarded funding for the planning process solicited via this RFP through a Historic Site Management Grant from the New Jersey Historic Trust (NJHT). It is required that NJHT review all planning documents and special testing reports for this project. NJHT will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.

### **Description of the Work**

The goal of this project is twofold. First, to create a Preservation Plan for Mercer Cemetery that will assess its current conditions, gather expert recommendations, determine priorities for its renewal and devise a sustainable path for its regular use, maintenance and management. Second, an assessment of the site's Heritage Tourism potential, which will be included as an appendix to the Preservation Plan. The document will serve as the blueprint for the Cemetery Board and its partners to prioritize appropriate preservation and programming measures. The planning effort is to include stakeholder outreach and the development of a renewed vision for the cemetery able to engage the community, attract supporters and visitors, and develop a financially stable long-term heritage tourism and fundraising strategy to continue operations into the future.

## **Consultant Scope of Services**

### **Project Description**

#### **Introduction**

The City of Trenton (hereinafter referred to as "Owner Representative") requests proposals from qualified historic preservation and cultural planning professionals ("Consultant") for the preparation of a Preservation Plan in accordance with State Historic Preservation Office requirements. A Heritage Tourism Assessment will be an appendix to this Plan, intended to guide the future use, repairs and maintenance of the historic Mercer Cemetery at Trenton, located at 43 S. Clinton Avenue in the City of Trenton.

It is the City's goal to assist a growing collaborative effort to address the issues of the cemetery's future. Privately owned, Mercer Cemetery has been closed to the public for several years. Aging sentinel trees, collapsing grave markers, broken underground crypts, overgrown pathways, vandalism, theft and dumped waste have obscured its legacy and locked the gates to visitors. The plan resulting from this analysis should address the physical structures (including grave markers, fencing, benches, walkways, etc.) as well as integrating the site into the community fabric in an appropriate manner through historically sensitive programming and other measures. Stakeholders including the City, Mercer County and the Trenton Historical Society have come together to support the Mercer Cemetery Board of Trustees with the goal of finding a long-term solution.

Mercer Cemetery is the first non-secular cemetery in New Jersey. Organized in 1843, the Cemetery was very popular for many of Trenton's important families and business leaders until the end of the century. The majority of the 160 veterans buried there fought for the Union Army during the Civil War, including Sergeant John Beech, a Congressional Medal of Honor recipient. Beyond the human stories each grave represents, the cemetery is a treasure trove of artifacts to be seen and experienced in situ. The variety of high-style monuments and simple gravestones with motifs and sculptural forms prevalent in the Victorian era make the Cemetery a sculpture garden where each sculpture is a piece of history. The mature trees and shady paths once invited visitors to linger. Comprising 5 acres, Mercer Cemetery occupies a prominent and highly visible place of downtown Trenton. Adjacent to the Trenton train station, it should serve as an important gateway into the historic city and be incorporated into the current efforts to redevelop the area in a transit-oriented manner. Improvements to

(2)

**PRICE FORM**

**Professional Planning Services  
For City of Trenton  
For Preservation Plan of Mercer Cemetery at Trenton**

**City of Trenton  
319 E. State Street  
Trenton, New Jersey**

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal.

Task	Unit	Qty.	Unit price (\$)	Total (\$)
Preservation Plan: Preface, Development History and Site Evaluations	LS	1	\$26,581	\$26,581
Preservation Plan: Treatment and Use Recommendations including cost estimates	LS	1	\$8,100	\$8,100
Preservation Plan Appendix A: Management/Maintenance Plan	LS	1	\$3,790	\$3,790
Preservation Plan Appendix B: Site Vulnerability Assessment	LS	1	\$3,030	\$3,030
Preservation Plan Appendix C: Heritage Tourism Assessment	LS	1	\$12,230	\$12,230
Final Report	LS	1	\$9,400	\$9,400
Kick off, Stakeholder and Public Outreach meetings (5)	LS		\$3,460	\$3,460

On the lines below, insert the Total Price for the entire Scope of Services for including General Requirements, engineering, archaeological and planning services

**RFP2021-12 HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT**

Sixty Six Thousand Five Hundred and Ninety One Dollars

Total Amount in words

\$ 66,591.00

Total Amount in numbers

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP and made part hereof. The price provided in the Price Form shall include all equipment, materials, supplies, labor, subcontractor's fees, per diem, overhead, insurance, profit, taxes, shipping fees, warranties, submittal preparations, conformance with health and safety protocols, compliance with all regulations and other incidentals required to complete the Work as described in the Scope of Services.

Hunter Research, Inc.

Company

Federal ID #

120 W. State Street, Trenton, NJ 08608

Address

Richard W. Hunter

Richard W. Hunter

Signature of Authorized Agent

Print Name

President

May 4, 2021

Title

Date

609-695-0122 x 101

rwhunter@hunterresearch.com

Telephone Number

E-mail Address

**RFP2021-12 HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT**

**RFP2021-12 HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT FOR THE CITY OF TRENTON, DEPARTMENT OF RECREATION  
PROPOSALS OPENED 5/11/2021 AT 11:00AM**

<b>RFP2021-12 HISTORIC PRESERVATION AND CONSULTING SERVICES TO CONDUCT A PRESERVATION PLAN AND HERITAGE TOURISM ASSESSMENT FOR THE CITY OF TRENTON, DEPARTMENT OF RECREATION, NATURAL RESOURCES AND CULTURE</b>		
<b>NUMBER OF RESPONDENTS:</b>	2	
<b>NAME OF BIDDER</b>	<b>RICHARD GRUBB AND ASSOCIATES, INC.</b>	<b>HUNTER RESEARCH, INC.</b>
<b>ADDRESS</b>	259 PROSPECT PLAINS ROAD, BUILDING D	120 W. STATE STREET
<b>CITY, STATE, ZIP</b>	CRANBURY, NJ 08512	TRENTON, NJ 08608
<b>CONTACT NAME</b>	ALICE DOMM	RICHARD W. HUNTER, PRESIDENT
<b>TELEPHONE</b>	609-655-0692	609-695-0122 X 101
<b>FAX</b>	609-655-3050	609-695-0147
<b>E-MAIL</b>	<a href="mailto:ADOMM@RGAINCORPORATED.COM">ADOMM@RGAINCORPORATED.COM</a>	<a href="mailto:RWHUNTER@HUNTERRESEARCH.COM">RWHUNTER@HUNTERRESEARCH.COM</a>
<b>STATEMENT OF OWNERSHIP DISCLOSURE</b>	INCLUDED	INCLUDED
<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY EXHIBIT A</b>	INCLUDED	INCLUDED
<b>REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE</b>	INCLUDED	INCLUDED
<b>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA DATED 5/3/2021</b>	INCLUDED	INCLUDED
<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	INCLUDED	INCLUDED
<b>NON-COLLUSION AFFADAVIT</b>	INCLUDED	INCLUDED
<b>AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE</b>	INCLUDED	INCLUDED
<b>ETHICS COMPLAINT DISCLOSURE</b>	INCLUDED	INCLUDED
<b>CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	INCLUDED	INCLUDED
<b>DISCLOSURE OF INVESTED ACTIVITIES IN IRAN</b>	INCLUDED	INCLUDED
<b>DEBARMENT NOTICE (REQUIRED)</b>	INCLUDED	INCLUDED
<b>EIC</b>	CERT.#8175 EXP. 05/15/2022	CERT.#9320 EXP. 11/15/2026
<b>CITY OF TRENTON RESIDENT EMPLOYMENT POLICY</b>	INCLUDED	INCLUDED
<b>CERTIFICATE OF INSURANCE</b>	<b>REQUIRED FROM AWARDED AWARDED VENDOR</b>	<b>REQUIRED FROM AWARDED AWARDED VENDOR</b>
<b>60-DAY EXTENSION COMPLIANCE WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES</b>	YES	YES
<b>W-9</b>	INCLUDED	N/A
<b>REFERENCES</b>	INCLUDED	INCLUDED
<b>EXCEPTIONS (IF ANY)</b>	NONE	NONE
<b>GRAND TOTAL</b>	<b>\$50,000.00 (SEE ATTACHED BREAKDOWN OF PRICING)</b>	<b>\$66,591.00 (SEE ATTACHED BREAKDOWN OF PRICING)</b>
<b>FATAL FLAW</b>	NONE	NONE