

**THIS AGREEMENT**, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.**, with offices at 1744 Washington Avenue Extension, Rensselaer, NY 12144, hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 230 adopted by City Council on March 20, 2024, a copy of which is attached hereto and made a part hereof.

**WITNESSETH**

**WHEREAS**, the City is desirous of securing the services of a consultant for **PROFESSIONAL SERVICES TO RESEARCH AND PREPARE THE HISTORIC REGISTER NOMINATION FOR ATLANTIC CITY FIRE STATIONS NO. 3 AND NO. 6 TO THE NATIONAL PARK SERVICE**; and

**WHEREAS**, the Consultant is ready, willing and able to undertake such services and provide the City with expert advice; and

**WHEREAS**, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE  
SCOPE OF SERVICES**

Consultant shall provide **PROFESSIONAL SERVICES TO RESEARCH AND PREPARE THE HISTORIC REGISTER NOMINATION FOR ATLANTIC CITY FIRE STATIONS NO. 3 AND NO. 6 TO THE NATIONAL PARK SERVICE** as set forth in the attached proposal incorporated herein by reference and made a part of this Agreement. Should there be any conflict between the terms of this Agreement and the attached proposal, this Agreement shall govern.

**SECTION TWO  
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete

compensation for all of the work performed under this Agreement a total sum not to exceed **TWENTY-THREE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND FIFTY CENTS (\$23,370.50)**.

**SECTION THREE  
CONTRACT PERIOD**

The Agreement term shall be for a period of **ONE (1) YEAR** from complete execution hereof.

**SECTION FOUR  
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment by Consultant to the City and approval of the same by the City.

It is expressly understood and agreed that payment of monies authorized under this Agreement shall only be funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City therefore.

**SECTION FIVE  
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SIX  
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon 30 days written notice. At the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION SEVEN  
CERTIFICATE OF COMPLIANCE**

Consultant represents that it is in compliance with all laws of the State of New Jersey, all

Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION EIGHT  
ASSIGNMENT**

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

**SECTION NINE  
CONFLICT OF INTEREST**

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subconsultants.

**SECTION TEN  
INTERPRETATION AND CONSTRUCTION**

Unless expressly provided otherwise herein, this Agreement shall be governed by and construed in accordance with the Uniform Commercial Code of the State of New Jersey.

**SECTION ELEVEN  
EFFECT OF ILLEGALITY**

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**SECTION TWELVE  
CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City.

**SECTION THIRTEEN  
INSURANCE**

Before commencing the work, and as a condition precedent for payment, the Consultant shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Consultant's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Consultant, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of the Consultant's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Consultant will defend and indemnify the City at the Consultant's expense.

**Minimum of Liability.**

The Consultant must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Consultant shall maintain at least the limits of liability as set forth below:

***Commercial General Liability Insurance***

- \$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Product/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury.

Contractual Liability that will respond to the Indemnification clause, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no General Aggregate. This policy must respond to bodily injury and property damage claims arising out of Professional Liability.

***Professional Liability Insurance***

\$ 1,000,000 Each Claim

\$ 2,000,000 General Aggregate

If policy is a claims-made form, Consultant must identify known claims that affect the aggregate.

***Comprehensive Automobile Liability Insurance***

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Consultant.

***Workers' Compensation and Employers' Liability Insurance***

\$ 500,000 Each Accident

\$ 500,000 Each Employee for Injury by Disease

\$ 500,000 Aggregate for Injury by Disease.

If the Consultant is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by state law.

***Umbrella***

\$ 2,000,000 per Occurrence

\$ 2,000,000 Aggregate.

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

**Additional Insured Status and Certificate of Insurance.**

The City, along with their respective elected or appointed officials, officers, agents, and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy which must be primary and noncontributory

with respect to the Additional Insureds. If the Consultant's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Consultant, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Consultant's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Consultant shall submit a Certificate of Insurance in favor of the City and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

**No Limitation on Liability.**

In any and all claims against the Additional Insureds by any employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Failure to Obtain/Maintain, Cancellation and Renewal.**

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultant's sole expense and with insurance companies acceptable to the City. In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Consultant, or, in the alternative, terminate this Agreement. In the event the coverage is

cancelled or non-renewed, the Consultant will provide 21 days advance written notice of the cancellation or non-renewal.

**SECTION FOURTEEN  
INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including attorneys' fees) that such City may incur relating to, arising out of or existing by reason of (i) Consultant's performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by Consultant or its Subconsultants, servants or employees) or (ii) Consultant 's breach of this Agreement or the inadequate or improper performance of this Agreement by Consultant or its Subconsultants, servants or employees.

**SECTION FIFTEEN  
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION SIXTEEN  
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Consultant acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City Solicitor. Additionally, the City requires a 30-day notice including a case status report setting forth an estimate of the fees and costs anticipated

whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

**SECTION SEVENTEEN  
POLITICAL CONTRIBUTION DISCLOSURE**

This Agreement has been awarded to **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.** based on the merits and abilities of **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.** to provide the goods or services as described herein. This Agreement was awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have not made a reportable contribution pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make such a reportable contribution during the term of the Agreement that will affect its eligibility to perform this Agreement.

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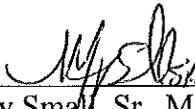
IN WITNESS WHEREOF, the City has caused the Seal of the City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

**ATTEST:**

  
\_\_\_\_\_  
Paula Geletei, City Clerk

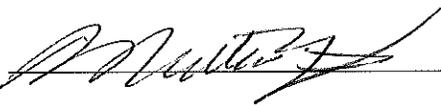
Date: 4-12-24

**CITY OF ATLANTIC CITY**

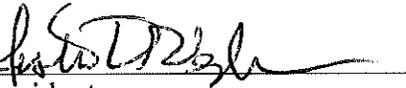
BY:   
\_\_\_\_\_  
Marty Small, Sr., Mayor

**WITNESS**

Matthew Kirk  
Secretary

  
\_\_\_\_\_

**HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.**

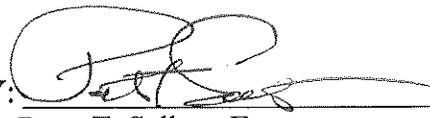
BY:   
\_\_\_\_\_  
President

Justin DiVirgilio  
(Please Print Name Above)

Date: 4/5/2024

The Agreement is approved as to form and execution.

Date: 4/11/24

BY:   
\_\_\_\_\_  
Peter T. Sallata, Esq.  
Assistant City Solicitor

STATE OF New York )  
 ) ss.  
COUNTY OF Rensselaer

I CERTIFY that on April 5, 2024,  
Matthew Kirk, the Secretary or Assistant Secretary of the Corporation,  
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of  
Hartson Archeological Assoc.  
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on Matthew Kirk  
Secretary or Asst. Secretary

April 5, 2024  
April 5,

Michele Repice Straight  
Michele Repice Straight



**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C 17:27**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: Hartgen Archeological Associates, Inc.

Name: Justin DiVirgilio

Title: President

Signature: Justin DiVirgilio

Date: 4/5/2024

### 3 Recent Project Experience

Hartgen's Brian Knight has been active since 1997 with the survey and documentation of New England's cultural resources. He has completed over twenty National Register nominations in Vermont, Massachusetts, and New York and is presently engaged in six such projects in various stages. In addition to his National Register work, he has completed numerous cultural resource evaluations for individual buildings and districts. To complete these tasks, he performs the necessary field work and documentation, assesses building integrity and significance, researches archival and online resources, and prepares reports for final submission. Recent individual National Register projects include the following:

#### 3.1 Roxbury Fish Hatchery, Roxbury, VT (2021)

A late 19th century fish hatchery that reflects the growth of recreation, tourism, and conservation in Vermont.

#### 3.2 Green Mountain Cottage, Belmont, VT (2021)

A late-19th-century farmstead that was converted into a tourist destination and reflects the transition of Vermont from an agricultural economy to one of tourism and recreation in the 20th century.

#### 3.3 Stockmayer House and Eldredge House, Norwich, VT (2020)

Two Mid-Century Modern properties in Norwich, Vermont.

#### 3.4 Luce Farm, Stockbridge, VT (2021)

A 19th-century farmstead with intact outbuildings and fields.

#### 3.5 Park Street School, Springfield, VT (2020)

An early-20th-century Colonial Revival school with several additions.

### 4 Project Approach

The investigation will be overseen by Brian Knight, Architectural Historian, who meets the Secretary of the Interior's Professional Qualification Standards outlined in *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines as Amended and Annotated* and required under Title 36 of the Code of Federal Regulations, Section 61 (36 CFR 61).

#### 4.1 Site Visits

Hartgen will make two trips to Atlantic City for research and site documentation, in which we will photograph the two sites and perform the necessary research in local repositories. We will make a third visit to the historic review board meeting.

#### 4.2 Research

Using both local and online sources, Hartgen will research the history of the Atlantic City Fire Department and its role in the development of the community. We will also research firehouses in Atlantic City and New Jersey. Additional research will include architects and builders associated with the two firehouses. The ultimate goal is to determine the firehouses' significance at a local, state, and national level.

# Resolution of the City of Atlantic City

## No. 230

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s/ Jacques Howard

Prepared by City Solicitor's Office

Council Member SHABAZZ presents the following Resolution:

### **RESOLUTION TO AWARD A CONTRACT TO HARTGEN ARCHEOLOGICAL ASSOCIATES, INC. TO PREPARE THE HISTORIC REGISTER NOMINATION FOR ATLANTIC CITY FIRE STATIONS NO. 3 AND NO. 6 IN THE AMOUNT OF \$23,370.50**

**WHEREAS**, there is a need for **PROFESSIONAL SERVICES TO RESEARCH AND REGISTER HISTORIC NOMINATION FOR FIRE STATIONS NO. 3 AND NO. 6 TO THE NATIONAL PARK SERVICE** for the City of Atlantic City as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the purchasing agent has determined and certified in writing that the value of the services will exceed \$17,500; and

**WHEREAS**, **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.**, has submitted a proposal indicating they will provide such services; and

**WHEREAS**, **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies that **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.** has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.** from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A 40A:11-1 et seq.) requires the passage of a resolution authorizing the award of a contract for "professional services" requires that said resolution be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Atlantic City publicly selects **HARTGEN ARCHEOLOGICAL ASSOCIATES, INC.**, in an amount not to exceed **TWENTY-THREE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND FIFTY CENTS (\$23,370.50)** to be approved as to form and execution by the City Solicitor, to provide **PROFESSIONAL SERVICES TO RESEARCH AND REGISTER HISTORIC NOMINATION FOR FIRE STATIONS NO. 3 AND NO. 6 TO THE NATIONAL PARK SERVICE.**

