

NEW JERSEY HISTORIC TRUST

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into this ___ day of _____ 2012, by and between the New Jersey Historic Trust, an instrumentality of the State of New Jersey, in but not of the Department of Community Affairs, with offices at 101 South Broad Street, Room 134, Trenton, New Jersey 08625-0457 (hereinafter "Trust") and _____. (hereinafter "Consultant").

The Trust hereby engages the Consultant and the Consultant hereby agrees to perform in a good and skillful manner, in accordance with the directions and subject to the approval of the Executive Director, all such services in connection with the work proposal for the research, documentation and authoring of a manuscript (hereinafter "Project") as more fully set forth herein below.

I. Purpose

With the Historic Trust approaching the 25th anniversary of its Preservation Grants Program and New Jersey poised to commemorate its 350th anniversary in 2014, this project is intended to document and celebrate the leading tradition of historic preservation in New Jersey. The narrative is to be a well-researched, documented and scholarly history, with footnotes, suitable for publication and ultimately for use by scholars, students, and the general interested public. Consultant shall review the following articles published by the New Jersey Historic Preservation Office in the *Historic Preservation Bulletin* series:

"The Past 40 Years of Historic Preservation by the State of New Jersey" by Robert W. Craig and available: http://www.state.nj.us/dep/hpo/hpb_spring2007.pdf

"2 Centuries of Historic Preservation in New Jersey" by Robert W. Craig and available: http://www.state.nj.us/dep/hpo/hpb_fall2003.pdf

This project will provide the following:

1. Summary documentation of New Jersey's leadership in preserving historic sites and cultural landscapes in this state in context of national movement
2. Summary documentation of the key stories of the people involved in preserving New Jersey's significant landscapes and historic sites;
3. Highlight public and private stewardship of historic sites and cultural landscapes in New Jersey and the impact of public policy initiatives and implementation;
4. Produce a research file/index/database documenting the preservation history for a minimum of 125 sites to be used for development of the manuscript and for future researchers; and
5. Synthesize research and documentation into a manuscript suitable for publication; Manuscript should be approximately 300-400 pages in length.

6. Collect/identify images that may be suitable for publication; in cases where permission is needed for reproduction, provide client with information

II. Term

The Term of this agreement shall be the “Commence Date”, i.e., the date this agreement is fully executed between the Trust and Consultant and shall continue until the earlier of: (i) the delivery by the Consultant of the final acceptable work product and deliverables (as defined herein); (ii) termination pursuant to Section V herein; or (iii) twelve months from the Commencement Date (the “Termination Date”).

III. Scope

This contract will be for Phase I and Phase II of the project as follows:

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|-----------------|---|
| <u>Phase I</u> | Research and documentation – compilation of stories, documents, illustrations, and interviews into a New Jersey Preservation Research file/index/database for current and future use; |
| <u>Phase II</u> | Manuscript preparation and editing of text, selection and processing of images. |

Once the manuscript is completed and accepted by the Trust, partners identified, and a funding source secured, Phase III and Phase IV of the project will be developed as follows:

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| <u>Phase III</u> | Book design, layout, professional editing, and printing; |
| <u>Phase IV</u> | Publication distribution and marketing. |

Phase III and IV are not made a part of this contract.

Interviews will be conducted chronicling preservation efforts over the last several decades by the state’s most stellar and active preservation leaders and earliest professionals in the field to include but not be limited to:

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|---------------------|--------------------|
| 1. Connie Grief; | 5. Jim Truncer; |
| 2. Maureen Ogden; | 6. Anne Klemme; |
| 3. Terry Karschner; | 7. Clem Price; |
| 4. Gail Hunton; | 8. Elaine Edwards. |

Additional interviews as determined necessary in consultation with the Consultant, the advisors as listed herein below, and the Trust may also be included. Consultant shall

prepare and include ‘summaries’ of these interviews as ‘appendix’ to the final manuscript.

For perspective on preservation efforts, advisors will include but not be limited to:

1. Robert Craig;
2. Dorothy Hartman;
3. Richard Hunter, Ph.d.;
4. Deborah Marquis Kelly.

Additional advisors/readers as determined necessary in consultation with the Consultant, the named advisors, and the Trust may also be included.

The final manuscript publication will contain the following five (5) components:

PREFACE - Book rationale, overview, and acknowledgments to include but not be limited to the following:

In 2014 the State of New Jersey will be commemorating the 350th anniversary of the arrival of English settlers. An anniversary presents an opportunity to re-examine history. However, one thing that you cannot easily research is the history of the historic preservation movement in New Jersey. To our detriment, the documentation on New Jersey’s role within the larger context of national preservation, nor the collection of individual achievement in saving the tangible remains of our past, has never been assembled, nor presented to the public.

PART I – *The Roots and Evolution of Preservation in New Jersey* to include but not be limited to the following chronicle of efforts to preserve New Jersey’s historic sites and cultural landscapes starting in the late 19th century by public and private entities, and placed in context with the national movement:

- 1897 Kate McFarlane, Josephine Swann & Washington Headquarters Assoc. of Rocky Hill
- 1931 - NJ Commission on Historic Sites, bronze markers, oversight of NJ historic places
- 1935 - National Park Service establishes Morristown as first National Historical Park
- 1935 - Fed. Historic Sites Act
- 1961 - Green Acres Bond Act – 1st in the nation.
- 1963 – NJ historic sites tax exemption
- 1964 – N.J. Conservation Foundation (Great Swamp)
- 1965 - Statue of Liberty/Ellis Island National Monument
- 1966 - National Historic Preservation Act (Jack Boucher & State Register law)
- 1967 – Historic Sites Council (Mrs. Kean), NJ Historic Trust
- 1970 – NJ DEP, inclusion of parks, historic sites & HPO

(regulatory); NJ Register of Historic Places Act.

- 1975 - Heritage Studies, Inc. - Connie Grief, 1st preservation consulting practice
- 1978 - Preservation NJ - Connie Grief + others
- 1978 - NJ Pinelands National Preserve - 1st in nation
- 1986 - Federal Rehabilitation Tax Credits amended
- 1980s - NJ Historic Preservation ruling; changes to MLUL (role of PNJ)
- 1987 - NJ Green Acres, Cultural Centers and Historic Preservation Bond Act, NJ Historic Trust grant program - Maureen Ogden
- Black Creek – First challenge to State Register, Native American site added to Waywayanda
- 1996 - Nadelson v. Township of Millburn (Short Hills), preservation ordinance defense-constitutionality.

- 1998 - NJ Rehab Sub-code
- 1999 - Garden State Preservation Trust Act, Historic Preservation Trust Fund – dedicated funding for preservation for 10 years
- 1999 - Bagger Bill (NJ Public Law 1999, c131) - general operating grants for historic sites & organizations
- Coastal Heritage Trail
- 2002 - Crossroads of the American Revolution National Heritage Area and Association (NPS)
- 2006 - Creation of Heritage Tourism Task Force
- Pending - State Rehabilitation Tax Incentives
- Future - Dedicated funding for historic preservation
- Delaware Water Gap National Recreation Area, Millbrook
- Women's Heritage Trail – State
- Highlands Water Protection & Planning Council 2004
- Private preservation efforts

Additional events and sites as determined necessary in consultation with the Consultant, the advisors, and the Trust may also be included.

PART II – *New Jersey’s Great Natural Lands & Historic Sites* to include but not be limited to a catalogue with illustrations and descriptions of important Federal, State, County, Municipal, Non-profit, and private historic sites and landscapes that collectively preserve much of New Jersey’s rich heritage:

A. FEDERAL HISTORIC SITES IN NEW JERSEY (representative examples)

- Morristown National Historic Park
– 1st NHP 1933, Ford Mansion
- Edison National Historical Park
1955 -West Orange
- Great Swamp Wildlife Refuge –
Helen Fenske, New Jersey
Conservation Foundation
- Sandy Hook Lighthouse 1764,
Gateway National Recreation Area,
Fort Hancock
- Paterson Great Falls National
Historic Landmark District 1976,
National Historical Park 2009 - Long
City, County, State, Federal
preservation effort
- Ellis Island, Statue of Liberty
National Monument 1965, N.J.
Section 1998. Save Ellis Island, Inc.
- New Jersey Pinelands National
Preserve 1978
- Roebing Main Gate, Roebing, NJ
2009 - EPA mitigation of JAR's Sons
Co. Kinkora Works and
collaboration with Roebing
Historical Society/Roebing Museum

B. NEW JERSEY STATE HISTORIC SITES (representative examples)

- Rockingham – Washington
Headquarters Association of Rocky
Hill 1897; State ownership 1935.
- Indian King Tavern, Haddonfield –
1st State historic site, 1902
- Old Barracks – 1917? Tenacious
patriotic society and state agreement;
interpretation shift from collection
exhibition to British barracks (1990s)
- Skylands – Jewish owner, excluded
from Hudson River Valley,
entrepreneur/amateur inventor, with
onsite experiments observable in
landscape
- Ringwood Manor, Long pond
Ironworks Historic District,
Ringwood - Hewitt Donation
- Highpoint State Park - Donated by
Anthony R. and Susan Dryden Kuser
in 1923.
- Palisades Interstate Park - example
of women in historic preservation.
(preservation of a natural landscape,
cliffs, & Blackledge-Kearney House)
- Walt Whitman House – city owned
then state, interpretation shift from

shrine to the poet to interpreting his house and place of work, integrating the story of Camden and Whitman's love of the city

- New Jersey Pinelands - Wharton State Forest, Farmingdale (Batsto Village and Atsion Village, Brendon Byrne State Forest, Bass River State Forest
- Liberty State Park – Central RR of NJ Terminal & land; remediation of urban site
- D & R Canal State Park, D & R Canal Commission -1973
- Lighthouses: Twin Lights 1862, Highlands; Absecon 1857; Barnegat 1859; Cape May Lighthouse and Lookout Tower (Collaboration between State and Mid-Atlantic Center for the Arts);
- Boxwood Hall, Elizabeth
- The Hermitage, Hohokus
- Allaire Village, Farmingdale - Allaire Village, Inc.
- Steuben House, River Edge
- Battlefields - Monmouth (purchased with Green Acres in 1960's); Princeton, Clarke House, Princeton Battlefield Preservation Society, Institute for Advanced Study
- Hancock House, Hancock's Bridge
- Morven – Walter Edge bequest; collaboration with Historic Morven, Inc., (Georgie Schley)
- Washington Crossing State Park, Titusville - John Ferry House
- NJ State House; Petty's Run (collaboration with Mercer County)
- Morris Canal & Waterloo Village, Allamuchy State Park, Stanhope - The Waterloo Foundation for the Arts, Percy Leach & Lou Gualandi. Preservation of other Morris Canal sections by non-profits, municipalities and counties.
- NJ Transit Historic Train Stations – municipal, non-profit, private agreements
- Double Trouble State Park, Berkeley and Lacy Townships
- Island Beach State Park
- Somers Mansion, Somers Point 1725
- Whitesbog Village, New Lisbon - Joseph White & Elizabeth White
- New Bridge Landing - Baron Von Steuben House
- Drumthwacket - Governor's Residence

C. NEW JERSEY COUNTIES (representative examples)

- Cape May - Naval Air Station, Wildwood - World War II naval air training; Joe Salvatore.
- Bergen County - Campbell Christie House; Garretson Farm; Wortendyke Barn, Park Ridge; Hackensack Water Works, Oradell - United Water Inc., Water Works Conservancy, Maggie Harrer
- Burlington County Prison Museum; Historic Smithville Park
- Essex County - Parks (1st county park system in America), Court House
- Hudson County - Courthouse
- Mercer County - Howell Living History Farm (Inez Howe Howell bequest); Trenton Iron Company Wire Mill; Baldpate (Kuser) Mountain; Hunt House, Mercer Meadows; Louis Kahn Bathhouse
- Middlesex County Historical and Cultural Commission - East Jersey Old Town. Restored and recreated assorted buildings; Cornelius Low House Museum, 1741.
- Monmouth County - Longstreet Farm (Green Acres, first land, then farmstead); Walnford (donated by Ed & Joanne Mullen); Mount Mitchell; Hartshorn Woods Park; Huber Woods Park (donated by Huber Family); Spy House Museum
- Morris County - Fosterfields Living Historical Farm - Caroline Foster bequest to Morris County Park System; Historic Speedwell, Morristown; Acorn Hall; Cooper Gristmill
- Passaic County Parks - Lambert Castle, Garret Mountain Reservation, West Paterson; Dey Mansion, Preakness Valley Park, Wayne
- Somerset County - Sourland Mountain Preserve, Lord Stirling Park, Natirar (Friends of Natirar, County/private collaboration)
- Union County Parks - significant sites
- Notable Bridges
- Cumberland, Gloucester, Salem, Sussex, Warren –Need to find examples

D. MUNICIPALITIES (representative examples)

- Cape May – Carolyn Pitts and Section 106 documentation of district after a hurricane; Ellyn Physick House (collaboration with Mid-Atlantic Center for the Arts)
- Ocean Grove Historic District; Centennial Cottage - Ocean Grove Historical Society
- Sea Girt Lighthouse Citizens Committee - Collaboration with Sea Girt Lighthouse Citizens Committee
- Haddonfield Historic District – sensitive introduction of light rail
- Mount Holly Historic District – fending off road widening
- Lambertville Historic District
- Jersey City - Washington Street Powerhouse, Jersey City Reservoir, Barrow Mansion

- Doo Wop Motel District, Wildwoods - Doo Wop Preservation League, 50 "vintage motels"

- Edison Memorial Tower & Museum, Menlo Park - Township of Edison, Edison Memorial Tower Corporation, DEP

- Wayne Historical Commission - Van Riper Hopper House. 1786 Dutch colonial farmhouse.

- Warren Township Historical Sites Committee - Kirch Ford House.

- Trenton - William Trent House 1719, Ellarslie Museum and Cadwalader Park

- Paterson - Paterson Museum in Rogers Locomotive Works

- New Brunswick - Buccleuch Mansion, 1739. Tours by the DAR.

- New Vernon - Tunis Ellicks House. c.1800 farm house. Harding Township Historical Society

- Hamilton, Kuser Farm Mansion in Kuser Farm Park.

- Berkeley Heights, Littel-Lord Farmhouse Museum.

- Notable Schools

- Notable Libraries

E. NON-PROFIT ORGANIZATIONS(representative examples)

- Liberty Hall – Mrs. Kean (influence on historic preservation movement, first members of HSC) Kean University

- Roebling Works, Trenton, 1984
Roebling Works Plan, 1985 TRCDC, 1989 Roebling Redevelopment Plan; NJ HMFA; Millyard Park

- Senator Anthony B. Reckless Estate, Women’s Club of Red Bank, Jennifer Beck (Reckless Women)

- Peter Mott House, Lawnside – African American site, underground railroad - Linda Shockley

- Paulsdale – Alice Paul’s Birthplace
- Oswald J. Nitschke, Kenilworth Historical Society (Shirley Maxwell)

- John Peto Studio Museum - Island Heights

- Island Heights Cultural and Heritage Association - Cottage Museum

- Meadows Foundation - Symen Van Wickle House c1722; Wyckoff-Garretson House c1745; Hageman Farm 1861; Van Liew-Suydam House 1875; Tulipwood 1892

- Monmouth County Historical Society - Allen House 1750, Shrewsbury; Marlpit Hall 1715, Holmes-Hendrickson House 1754, Covenhoven House 1710,

- Upper Saddle River Historical Society - Hopper-Goetschius House Museum

- Ford-Faesch House - Historical Society of the Rockaways. Home of early iron magnate.

- Blauvelt-Demarest Foundation - Demarest House, Ballet Carriage Barn

- Old Schoolhouse Museum - Ridgewood Historical Society
- Princeton Historical Society - Bainbridge House (agreement with Princeton University); Opdyke farm
- Ramsey Historical Association - Old Stone House Museum
- Rahway Historical Society - Merchants and Drivers Tavern.
- Historical Society of Plainfield - Drake House, 1745 farm house.
- Belcher/Ogden House, Elizabeth
- John Gill House 1747. Haddonfield Historical Society.
- Sterling Hill Mining Museum, Ogdensburg.
- Ballantine House - Newark Museum
- Burrows Mansion. Matawan Historical Society.
- Montclair Historical Society - Israel Crane House 1796.
- Roxbury Township - Roxbury Township Historical Society, Silas Riggs 'Saltbox;' Roxbury Historic Trust, "King Canal Store" & the "King Home Museum"
- Lacy Township, Lacy Township Historical Society, Lacey School House Museum. 1860.
- Jamesburg Historical Association, "Lakeview" Buckelew Mansion c.1690.
- U.S.S. Ling & the New Jersey State Naval Museum, Hackensack - - Submarine Memorial Association
- Battleship New Jersey Museum and Memorial - Camden
- John Gill House 1747. Haddonfield Historical Society.
- Cumberland County Historical Society, Gibbon House 1730, Greenwich
- Churches - Princeton Quaker Meeting; Burlington, St. Mary's Episcopal Church 1703, Friends Meeting House. 1785; Yellow Meeting House
- Burlington County Historical Society, James Fenimore Cooper House, Bard Low House, James Lawrence House, Hoskins House 1797
- Segregated School, South Jersey –

Additional sites as determined necessary in consultation with the Consultant, the advisors, and Trust, may also be included.

APPENDIX

BIBLIOGRAPHY

INDEX

IV. Services and Funding

A. Deliverables

- At a pre-determined date, but within ninety days of contract start, consultant shall provide the following narrative summary for the purposes of seeking a potential publisher:

General description of the book's purpose, content, format, audience, length, and special features, including illustrations (projected number, black and white or color)--3-10 pages.

2. Table of contents or chapter outline, with short summaries of each chapter or section (about a page per chapter).

3. One or two sample chapters.

4. Market for the book: e.g., scholarly or professional organizations whose members would be most interested, potential for classroom use as required or recommended reading, competing books and how yours differs from them.

5. Timetable for completion.

- The final work product shall include 10 spiral bound copies of the manuscript delivered to the Trust and two (2) electronic digital copies in CD-ROM diskette format. Final Manuscript shall be formatted consistent with the *Author and Editor Guidelines: Manuscript Preparation and Book Production* as specified by Rutgers University Press, and can be found:
http://rutgerspress.rutgers.edu/acatalog/Author_Editor_Guidelines.html
- Research File – one hard copy and (2) electronic digital copies in CD-ROM diskette format
- Image file containing electronic images suitable for publication of 300 dpi or greater, with accurate accreditation as may be required; and list of potential images suitable for publication where owner permission must be obtained.

B. Work Schedule:

Fieldwork and research in New Jersey repositories will commence from the date of execution of this agreement and will last approximately four to six weeks.

At a point in time agreed to between client and consultant, consultant shall provide the necessary summary to the Historic Trust for purposes of seeking potential publisher.

A hard copy of the draft manuscript including all supporting materials, is to be submitted within ninety (90) days of completion of fieldwork.

The draft manuscript will be provided to anonymous readers selected by the Trust

who will review and comment on the draft report. The Trust will in its discretion, and in consultation with the advisors and readers, provide the comments to the Consultant.

Trust review time of the draft report will be within sixty (60) days of receipt of the draft report.

The final manuscript is to be submitted within forty-five (45) days of receipt of comments from anonymous readers.

Acceptance will be within thirty (30) days of receipt of the final manuscript research file and image file.

C. Copyright:

This agreement assumes that the consultant has been engaged as an ‘author for hire’; the copyright of this project will belong to the Trust. The Trust reserves the right to use the project content or any part thereof for the purposes of the Trust’s mission in the dissemination of information for educational public awareness, understanding and outreach, for the interpretation, programming, and preservation of historic sites and cultural resources, and the preservation history, in the State of New Jersey.

D. Project Cost:

The cost of the Project will be \$34,000 for the manuscript and deliverables conforming to the standards listed herein. The Consultant shall be reimbursed for professional services rendered pursuant to performance of this agreement in three installments upon Trust receipt of acceptable deliverables and invoices submitted by the Consultant per the identified schedule with detailed summary of services performed charged to the Trust.

The Trust will reimburse Consultant in an amount up to a maximum of \$2,000.00 for “out-of-pocket” expenses borne in performing the consulting services under this Agreement, which may include costs associated with entrance fees to certain research repositories, costs associated to obtain permission for use of images in future manuscript publication or in the reproduction of historical images, or other costs that may be associated with original research. Consultant shall notify client and seek pre-approval before incurring these expense.

Consultant may not be reimbursed for normal commutation, nor for over- night accommodation within state. Any expectation for travel reimbursement must be pre-approved.

E. Payment Schedule

A first installment of \$15,000 to be paid upon delivery to the Trust of the hard copy of the draft report; anonymous readers selected by the Trust will review and comment on the draft report. The Trust will in its discretion, and in consultation with the advisors and readers, provide comments to the Consultant.

A second installment of \$10,000 to be paid upon delivery to the Trust of the final report submitted by Consultant in response to and subsequent to review comments provided to Consultant by the Trust in its discretion, and in consultation with the advisors and readers.

A third installment for the balance to be paid upon Trust's acceptance of the manuscript and delivery to the Trust of 10 spiral-bound copies of the final manuscript and two electronic digital copies in CD-ROM format; research file in hard copy and electronic format; and image file. Distribution of these copies will be at the discretion of the Trust.

Research and travel expenses will be reimbursed on an actual cash receipts basis up to a maximum of \$2,000.00.

V. Termination

This agreement may be terminated by either party upon 10 days written notice to the other party; where upon neither party shall have any obligation to the other except for work performed prior to the date of receipt of the notice of termination, and "out-of-pocket" expenses incurred by the Consultant prior to the date of termination.

VI. Additional Terms

A. The Consultant shall be reimbursed for such expenses upon Consultant's submission of actual receipts.

B. As part of his duties under this contract should Consultant travel by automobile, without limiting his liability under this agreement, the Consultant shall procure and maintain at his own cost and expense, during the life of this Agreement, Comprehensive Auto Liability Insurance; Bodily Injury, including death in the amounts of \$100,000 each person and \$300,000 each occurrence; and have the Trust named as an additional insured on the policy.

C. Acceptance by the Consultant of said payment shall operate as, and shall be a release to the Trust from all claims and liability to the Consultant for anything done or furnished for, or relating to, the work called for or to be done under this agreement.

D. The Consultant shall defend, indemnify and otherwise save harmless the Trust, its Trustees, officials and employees from any and all third party claims or actions at law, expenses and costs of every kind and description to the extent resulting from any acts, including errors and omissions, of the Consultant or his representatives or agents in the

conduct of the work performed under this Agreement.

E. This Agreement shall not be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Trust.

F. The Agreement shall be construed according to the laws of the State of New Jersey, insofar as existence of a contract as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

G. Provisions contained herein or incorporated herein by reference constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.

Consultant _____ date
Consultant address

Dorothy Guzzo _____ date
Executive Director
New Jersey Historic Trust