

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH RIVER HERITAGE CONSULTING, LLC**

THIS CONTRACT is made effective the 4th day of April 2022, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH RIVER HERITAGE CONSULTING, LLC**, with a mailing address of 310 Arbour Drive, Newark, Delaware, 19713-1202 hereinafter referred to as "**Consultant**".

RECITALS

WHEREAS, the County has need to contract for archaeological consulting for the New Jersey Historical Commission Project Grant, located within the County's Red Bank Battlefield Park; and

WHEREAS, Consultant represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Consultant do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing April 4th, 2022, and concluding upon project completion, or on December 1, 2023, whichever shall occur sooner.
2. **COMPENSATION.** Consultant shall be compensated pursuant to the fee schedule set forth in the Consultant's proposal (hereinafter "proposal"), which is attached hereto, and is incorporated into and made part of this Contract, by reference. Consultant shall be paid an amount not to exceed \$17,400.00.

Consultant shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of final payment by Consultant shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONSULTANT.** The specific duties of the Consultant are as set forth in Consultant's proposal dated April 3, 2022, which is attached hereto and made a part hereof.

Consultant agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Consultant agrees as follows:

The Consultant 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, sex, veteran status or military service. Consultant 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, sex, veteran status or military service. 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 Consultant 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 Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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, sex, veteran status or military service.

The Consultant or subcontractor 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 Consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant 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 Consultant 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.

5. **LICENSING AND PERMITTING.** If the Consultant or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Consultant shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Consultant shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Consultant or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the bid specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Consultant is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Consultant's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Consultant or subcontractor, where applicable, shall fail to fulfill in timely and proper manner obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Consultant or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified by this Contract,

including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Consultant, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Consultant or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Consultant's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors, or from the Consultant's failure to provide for the safety and protection of its employees, or from Consultant's performance or failure to perform pursuant to the terms and provisions of this Contract. Consultant's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. Consultant shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Consultant shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Consultant is a member of a profession that is subject to suit for professional malpractice, then Consultant shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Consultant shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Consultant also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Consultant either refuse or neglect to perform the services that Consultant is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Consultant's failure to perform, then and in that event, such expense shall be deducted from any payment due to Consultant. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Consultant shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Consultant agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Consultant, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notices by regular and certified mail to the addresses set forth above, or by personal service, or if such notices cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Consultant is an independent Contractor and is not an agent or employee of the County of Gloucester.

20. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Consultant agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.


22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Consultant's proposal, which is attached hereto and made a part hereof. Should a conflict occur between this form of Contract and the proposal, then this Contract shall prevail.

THIS CONTRACT is dated this 1st day of March, 2022.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Qualified Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

ATTEST:



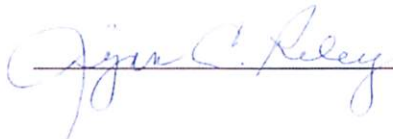
KIM LARTER,
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER

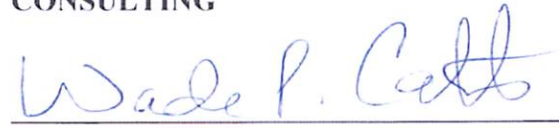


TRACEY N. GIORDANO,
TREASURER/CFO

WITNESS:



**SOUTH RIVER HERITAGE
CONSULTING**



WADE P. CATTS
AUTHORIZED REPRESENTATIVE



April 8, 2021 (revised April 3, 2022)

Fort Mercer/Red Bank Battlefield Park
National Park
Gloucester County, New Jersey

Itemized budget narrative by task, hours and estimated costs. The summaries of each task are presented below.

Task	Description	hours	est. cost
1. Project Administration	Oversight and management of the grant	4	\$ 160.00
2. Background Research	Research regarding the specific parcel and		
	the property history.	16	\$ 640.00
3. Field investigations	Several field tasks, including geophysics,		
	metal detection, hand excavation. Public		
	involvement is factored into the hours and		
	costs for this task	168	\$ 5,440.00
4. Laboratory Analysis	Artifact processing and cataloging	108	\$ 2,352.00
5. Report preparation	Writing of a draft and final technical report		
	presenting goals, methods, and results of the		
	archaeology. Will be prepared to State standards.	64	\$ 2,560.00
Subtotal - Labor		360	\$ 12,400.00
GPR services (WCUPA)			\$ 5,000.00
Expenses	mileage (@ 0.56/mile), expendable supplies,	\$580.00	
Total project cost	Labor + Expenses		\$ 17,400.00

TASKS

1. **Project Administration.** The project manager for the grant will coordinate closely with representatives of the American Battlefield Trust and others, as warranted and appropriate, during the course of the project to provide information and to ensure that project goals are met. Such coordination is expected to be important to expedite completion of the project in a timely and cost-effective manner.
2. **Background Research.** The proposed work will build upon the research and results of the previous American Battlefield Protection Program (ABPP) project. For the current work, limited background research will be completed regarding the general landuse of the parcel, including its role in the battle and its subsequent function and use during the nineteenth and twentieth centuries.
3. **Field Investigations.** Proposed field survey will follow the outline of the previously successful American Battlefield Protection Program (ABPP) survey conducted in 2016. The field survey will include a combination of field methods designed to collect a broad range of archeological information that will be comparable to the earlier survey and supplement the results of that previous work. Oversight and management of all aspects of the field investigations will be provided by Wade P. Catts, a Registered Professional Archaeologist, with assistance by Dr. David Orr.

Field methods proposed to accomplish this survey include geophysical survey (ground-penetrating radar, or GPR), metal detection, and traditional hand excavations. Each is described below.

In general field investigations for the proposed survey will follow the current guidelines established by the New Jersey Historic Preservation Office and the Archaeological and Resource Protection Act (ARPA) for archeological excavation. The location of test unit will be recorded on a plan of the project area and the stratigraphy will be recorded on standardized recording forms. A GPS unit with real-time sub-meter accuracy or a total station will be used to record topographic data and provenience information. Narrative field notes and digital photographs will also be produced to document the results of the field investigations.

Geophysical Survey (GPR): Dr. Heather Wholey, of West Chester University of Pennsylvania, Department of Anthropology and Sociology, will oversee the geophysical survey of the project area. Our team proposes to use ground-penetrating radar (GPR) to investigate the parcel. The GPR survey will provide information on the location of probable disturbances and underground features or their absence based on the identification of anomalies. Because geophysics is a non-invasive method, it will not provide conclusive evidence that any anomalies identified during the survey are related to human activity.

GPR is a non-invasive geophysical method that records contrasts in the dielectric properties of subsurface materials. A pulse of transmitted electromagnetic energy is reflected or absorbed by dielectric contrasts and the intensity and two-way travel-time of the response is recorded to produce a vertical profile. When the emitted pulse enters the ground a portion of the relayed energy reflects off boundaries between differing materials, while the rest of the waves pass through to the next boundary. The relayed energy is reflected from distinct contacts between

different earth materials or objects and a receiver antenna receives the reflected energy, registers the reflections against two-way travel time in nanoseconds, and then amplifies the signals. The output-signal voltage-peaks plot on the GPR profile as different color/shade bands color-ramped across a spectrum of signal amplitudes.

The depth of penetration for GPR depends on numerous factors, including but not limited to the antenna frequency, sediment type, moisture content, compaction, and salt content. Higher frequency antennas are capable of resolving smaller targets and interfaces, though depth penetration is sacrificed. Moisture content increases sediment density through filling of interstitial pore spaces, while compaction causes a similar effect through compressing spaces between particles.

The goal of the GPR survey will be to evaluate the presence or absence of possible mass burial related features within the survey area and to survey portions of Fort Mercer. The GPR system is mounted on a Utility Cart and utilizes odometer-triggered collection to record individual traces every 1 inch (12/foot). Geophysical survey grids will be laid out based on the proposed survey areas and the origin for individual grids in the lower left grid corner. Grids are to be surveyed along the Y grid axis with 0.5 meter spacing between individual lines. Post-processing routines for the GPR data will be conducted in GSSI's RADAN Software and are likely to include position correction (time zero), background removal, migration, and high and low pass filtering. GPR grids are proposed to be processed individually, and then combined into one file using the Super3D function of RADAN. The data are to be interpreted in cross-section view (2D), as well as in 3D view mode. In 3D mode individual cross-section profiles are combined using grid coordinates to produce a three-dimensional cube of the entire dataset. The cube can be sliced through at different depth intervals to reveal horizontal patterning between subsurface anomalies that may otherwise be missed through analysis solely of cross-section profiles. A geophysical report will be prepared that will discuss the project objectives, results of the fieldwork and analysis, and interpretation of the findings. Appropriate graphics to illustrate the text and a list of references cited will be included.

Metal Detection Survey: Mr. Dana Linck, of Great Chain Archaeological Consulting, will lead the metal detection of the parcel. It should be noted that metal detection of battlefield areas is a standard method of field investigation. The most important variables for successful metal detection are the experience level(s) of the metal detector operators and the number of hours spent in detection. We anticipate that our project team will use the services of several experienced detectors to survey the new section of the park.

The goal of the metal detector survey will be to evaluate the presence or absence of possible battle related artifacts and component(s) within the project area. To ensure that metal detection is conducted in a professional and timely manner, all metal detection will be conducted under the supervision of professional archeologists.

Military sites present a particularly difficult problem for archeologists because these site types are difficult to find using established field methods employed in traditional Phase I investigations. A testing methodology that relies solely on shovel testing or other more traditional archeological techniques to recover tangible evidence for a military occupation often does not provide the level of certainty about the presence or absence of cultural resources

that will allow for relevant management recommendations. In general, military sites do not contain large numbers of non-metallic artifacts and, where found, artifacts tend to be tightly clustered.

Traditional Archeological Testing: In conjunction with the geophysical survey and the metal detection, and likely building on the results of those field tasks, we propose to hand-excavated measured test units. Placement and purpose of such hand excavations will be based on the cumulative information gathered from the previous ABPP-funded project and the results of the GPR and metal detection, as appropriate. The goal of the subsurface testing will be to target locations within the project area that have the probability of containing intact subsurface archeological resources associated with the battle and the fort. Types of excavations proposed include shovel tests, measured test units or trenches, and stratigraphic profiles.

Manually excavated shovel tests will measure approximately 50 centimeters (cm) in diameter and will extend approximately 10 cm into natural subsoil. Excavated soil will be screened through 1/4-inch hardware cloth, mesh, and artifacts recovered will be bagged according to stratigraphic level. Each shovel test will be recorded on a standardized recording form. Recovered artifacts will be placed in bags labeled with provenience information and information will be recorded.

We will hand excavate test units (TUs) at selected locations in consultation with the County. It is anticipated that the hand excavated TUs will be placed to provide a transection trench across the fort ditch and will be placed to provide a stratigraphic profile of the infilled fort ditch. These test units will target locations of potential archeological deposits and/or features identified during archival research, the metal detection, and the GPR survey. TUs will be excavated by natural soil horizon to the level of culturally sterile subsoil, and interfaces will be scraped to detect stains or other subsurface features. Excavated soil will be screened through 1/4-inch hardware cloth and artifacts will be bagged according to stratigraphic level. Results will be recorded on a standardized form and at least one soil profile will be drawn for each TU to record stratigraphy.

If needed, ground-truthing of potential burial-related anomalies and Fort Mercer-related anomalies will follow the GPR investigations. Test unit(s)/trenches will be placed and excavated based on the results of the geophysical survey and the judgment of the Principal Archeologist and County representatives in the field. The intention of these hand excavations will be to ground-truth the geophysical testing, determine the nature of potential subsurface features, and offer interpretations of those features.

Public Outreach and Engagement. The continued archeological study of Red Bank Battlefield Park offers an exceptional opportunity to engage local and state governments, non-profit partners, and local residents around the shared goals of increased awareness of the park and local history and to encourage stewardship and cultural resource preservation. We will work with the County to identify innovative public programming that engages volunteers, local residents, school students, and heritage tourists.

Our team members will participate in ongoing and iterative public outreach and engagement as the project unfolds. We anticipate that several days of field investigations will be part of this outreach, providing an opportunity for the public to pre-register for hands-on participation. The

field survey days open to the public and to include opportunities for public engagement and participation. Recognizing the restrictions imposed by the pandemic, we would propose to establish “screening stations” where soils from hand excavations can be screen through ¼-in mesh. These stations would be assigned to individuals or a maximum of 4 related individuals, with a discrete set of tools and materials assigned to each station. The interested public would pre-register for a period of time (to be determined, but likely “morning” and “afternoon”, equivalent to approximately 3-hour time blocks).

4. Laboratory Analysis

Artifacts recovered in the course of the field investigations will be cleaned and inventoried following curatorial guidelines and standards established by the New Jersey Historic Preservation Office and the Archaeological and Resource Protection Act (1979). To the extent possible, the recovered artifacts will be identified as to material, temporal or cultural/chronological association, style, and function. Artifacts will be analyzed, catalogued, and curated in accordance with the National Park Service Standards, codified as 36 CFR Part 79.

5. Reporting. Reporting will follow the SOI standards and the NJ HPO guidelines for preparing archeological reports. The draft and final versions of the technical report will contain the following elements:

- Description of the research project and methodology
- Results of geophysical, metal detector, and archeological surveys
- Summary and recommendations with regards to possible future investigations
- Research questions for further study

The report will be fully illustrated with historic maps, modern photographs and such archaeological maps that are necessary to document the resources without compromising the protection of resources that remain in the ground.

Draft copies of the report will be submitted for review and comment by the County and the NJ HP. Following review and comment, a final report will be prepared and submitted. The final report shall include the technical archeological survey report and all related products.