

4/17/24

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

THIS CONTRACT is made effective the 10th day of May, 2024, 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**, of 310 Arbour Drive, Newark, Delaware, 19713-1202, hereinafter referred to as “**Consultant**”.

RECITALS

WHEREAS, there exists a need for the County to contract for professional archaeological services in support of the administration of the 2024 Red Bank Battlefield Public Archaeological Program, and;

WHEREAS, Consultant represents that it is qualified to provide such archaeological services, and wishes to do so pursuant to its proposal in response to RFP-24-027.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period May 10, 2024 to May 9, 2025.
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, in an amount not to exceed \$26,100.00 for the term of this Agreement.

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 scope of services proposal dated March 27, 2024, 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 10th day of May 2024.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by the Director of the Board of Commissioners and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Consultant has caused this instrument to be signed by its property authorized representative, witnesses and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:


LAURIE J. BURNS, CLERK


COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR
BOARD OF COMMISSIONERS

ATTEST:



**SOUTH RIVER HERITAGE
CONSULTING, LLC**


WADE P. CATTS
AUTHORIZED REPRESENTATIVE



A Member of the American Cultural Resources Association

310 Arbour Drive
Newark, DE 19713-1202
302.383.5144
wadecatts@gmail.com

HAND DELIVERY

March 27, 2024

TO: Kim Larter, QPA
Purchasing Department
County Of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: Professional Services Proposal
RFP #24-027 Request for Archaeological Services Related to the Administration of Red Bank
Battlefield Public Archaeology Program
Gloucester County, New Jersey

South River Heritage Consulting, LLC (SRHC) is pleased to submit this scope for Professional Services for the project referenced above. SRHC understands that the County of Gloucester is requesting proposals from qualified individuals and firms to provide Archaeology Services related to the administration of Red Bank Battlefield's Public Archaeological Program.

SRHC understands that the public archaeology program will build on the successful American Battlefield Protection Program (ABPP) survey conducted in 2015 and the recent public program in 2022 and 2023. The overall goal of this program is to use the process of archaeological discovery to engage the public in the Park's history, letting visitors experience the work of archaeology and how it contributes to and supplements historical narrative and oral history. The field survey will include a combination of field methods designed to collect a broad range of archaeological information comparable to the earlier surveys and supplementing the results of that previous work. For the 2024 season, fieldwork will include metal detection and traditional archaeological excavation.

The public program includes multiple field days with pre-registered volunteers working under the supervision of professional archaeologists. The scheduled public days are May 18, June 1, June 9, and June 23, (with a rain date of June 22). The June 9 field day is intended for military veterans and their families and will be held in conjunction with the Eternal Soldier Program, led by Dr. Maxine Brown. June 23 is the park's family archaeology day. The intent of the field work is to continue to explore the Battlefield Park, recovered archaeological data, gather new information for site interpretation, and help park personnel in park management and planning. The field work will be followed by artifact processing, also led by professional archaeologists and conducted by pre-registered volunteers.

March 25, 2024
 South River Heritage Consulting
 Proposal for Administration of Red Bank Battlefield Public Archaeology Program

Princeton Battlefield State Park, Princeton University BattleLab Course. Class that used the battlefield as a teaching site, offering students and interested public an opportunity to conduct archaeology, metal detection, and ground penetrating radar on the battlefield (SRHC)	2018	Princeton University and Princeton Battlefield State Park	Will Krakower, Resource Interpretive Specialist I Princeton Battlefield State Park (609) 921-0074 will.krakower@dep.nj.gov
Archaeological investigations at the D'Ambrisi Property, Princeton Battlefield, Princeton, New Jersey. Included archaeological field investigations, ground penetrating radar, metal detection and public participation (CCRG-JMA)	2017	Princeton Battlefield Society	Michael Russell, President Princeton Battlefield Society P.O. Box 7645, Princeton, NJ 08543 (732) 841.6671 prespbs1777@gmail.com
Red Bank (Fort Mercer) Included public participation in field investigations, metal detection, and ground-penetrating radar (JMA)	2015	Gloucester County Parks and Recreation	Jennifer Janofsky, Director, Red Bank Battlefield Park 856-853-5120 jjanofsky@co.gloucester.nj.us
Public involvement in the geoaerchaeology and archaeology at the site of the Continental Powder Works and Gun Factory on French Creek (JMA)	2012	East Pikeland Township, Chester County, PA	Kim Moretti, Township Manager East Pikeland Township (610) 933-1770 manager@eastpikeland.org

IX. COMPENSATION

SRHC proposes to undertake the above Professional Services for a not-to-exceed sum of twenty-six thousand one hundred dollars (\$26,100.00) including all Labor, Overhead, allowable Reimbursable Expenses, Subconsultants, and Fees associated with the project.

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at (302) 383-5144.

Sincerely,
 SOUTH RIVER HERITAGE CONSULTING

ACCEPTED BY:

Wade P. Catts

Wade P. Catts, RPA
 President

By: _____

Name: _____

Title: _____

Date: _____

wpc
 cc.

attach.