

**RESOLUTION 2020-16  
MOUNT HOLLY FIRE DISTRICT No. 1**

**RESOLUTION AUTHORIZING CONTRACT FOR  
ARCHAEOLOGICAL SERVICES**

**WHEREAS**, in order for the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey to fulfill its mandated charge of fire prevention, protection and suppression within the Township, it finds the maintenance of facilities owned and leased by it is a necessary incidental and implied duty; and,

**WHEREAS**, the Board is charged with ensuring the safety of its properties while conforming to the property maintenance provisions of the Code of the Township of Mount Holly; and,

**WHEREAS**, the Board has found, it necessary to retain services of a professional to perform archaeological services; and,

**WHEREAS**, the Board finds and determines in anticipation of the Relief firehouse project that it will require such similar services to comply with provisions set forth by the New Jersey State Historic Preservation Office; and,

**WHEREAS**, the Treasurer and Director of Fire Services has determined that anticipated needs for this service will not exceed the quotation threshold as set forth by the NJ Division of Local Government Services; and,

**WHEREAS**, the Director of Fire Service has received a formal proposal for this service as set forth in Appendix A in the amount of \$31,457.00;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it enter into a contract with Richard Grubb & Associates, Inc., 259 Prospect Plains Road, Cranbury, New Jersey 08512 for archaeological services pursuant to the terms and conditions set forth in a proposed contract attached hereto as Schedule A;

**BE IT FURTHER RESOLVED**, that the Director of Fire Services execute said contract for and on behalf of the Board and the Secretary attest thereto; and

**BE IT FURTHER RESOLVED**, that the within Resolution shall be effective immediately upon passage; and

**BE IT FURTHER RESOLVED**, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

**BE IT FURTHER RESOLVED**, that if any section, paragraph, sentence, clause or phrase in the Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

**BE IT FURTHER RESOLVED**, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of the Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

**BE IT FURTHER RESOLVED**, that an original signed, conformed and compared copy of this Resolution be accessible and maintained by the Board of Fire Commissioners of Fire District No.1 as an official Board record pursuant to and in accordance with the “Open Public Records Act”, N.J.S.A. 47:1A-1 et seq. and the “Destruction of Public Records Law (1953)”; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

**Board of Commissioners Recorded Vote**


Member	Motion	Second	Aye	Nay	Abstain	Absent
Joshua Brown			✓			
Jason Fajgier			✓			
Stefanie Haines	✓		✓			
Richard McIlwee		✓	✓			
Vacant						

**CERTIFICATION**

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office, which was duly adopted at a public meeting held on the 16<sup>th</sup> day of November, 2020.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 16<sup>th</sup> day of November, 2020.

  
 \_\_\_\_\_  
 STEFANIE HAINES, CLERK  
 Board of Fire Commissioners  
 Fire District No.1  
 Township of Mount Holly

District Seal

**RICHARD GRUBB & ASSOCIATES, INC.**  
**STANDARD TERMS AND CONDITIONS**

**THIS AGREEMENT** is rendered this 11/24 day of November 2020, by and between the "Parties," Richard Grubb & Associates, Inc., a New Jersey corporation (hereinafter referred to as "RGA" or "Contractor") having an office at 259 Prospect Plains Road, Building D, Cranbury, New Jersey, 08512 and Mt. Holly Board of Fire Commissioners, 17 Pine Street, Mount Holly, NJ 08060 the Client.

**WITNESSETH**

In consideration for the covenants, conditions and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, it is agreed by and among the parties as follows:

**1. Scope of Services**

Client hereby retains RGA to perform the services described in a detailed Proposal dated October 21, 2020 (hereinafter referred to as "Proposal"), to Ryan Donnelly, attached hereto and any Change Order thereto, regarding the Terminal Phase II Archaeological Survey, Block 86, Lot 4 Site (28-Bu-927), Mt. Holly Relief Fire Station, 17 Pine Street, Township of Mount Holly, Burlington County, New Jersey as provided for herein. The Proposal also contains a description of the methods and time schedule for performance of the work by RGA. All work performed by RGA for Client must be the subject of the Proposal or Change Order, or RGA will not be obligated to perform said work. RGA will only provide the services described in the Proposal and any Change Order attached hereto as Attachment A.

**2. Charges, Billing and Payment**

(a.) As consideration for the performance of services described in Section 1, herein, Client agrees to pay RGA for the services performed and expenses incurred in accordance with the rates as set forth in the Proposal, attached hereto and incorporated herein, and/or any Change Order as provided for herein. **The total amount of this contract in accordance with the proposal provided in Attachment A is Thirty-one Thousand Four Hundred and Fifty-seven Dollars (\$31,457.00) which shall be invoiced monthly. The entire balance is due immediately upon completion of the report prior to submission. Upon receipt of the balance, the report will be immediately released.**

(b.) If Client objects to all, or any portion of an invoice, Client shall so notify RGA in writing, of same within fifteen (15) days from the date of receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

(c.) If Client fails to pay RGA within thirty (30) calendar days from the date of the invoice, RGA may after five (5) business days from the date payment under such invoice is due, provide written notice to the Client and suspend further performance under this Contract, without liability, until such time as payment is made on all outstanding invoices.

(d.) Timely payment is a substantial condition of Client's performance of this Agreement. Interest in the amount of 1 ½% per month (or the highest rate allowable by law up to a maximum of 1 ½% per month) beginning from the date of the invoice, will be payable on any amounts paid after forty-five (45) days from the date of the invoice to the client. Any payment received thereafter will be applied first to accrued interest and then to the principal unpaid amount.

(e.) In the event that RGA must take legal action to enforce this Agreement for payment for services performed and expended incurred, all expenses, including but not limited to reasonable attorney's fees and expenses associated with such action, shall be reimbursed by Client.

**3. Site Access and Identification/Site Information**

**a.) Site Access and Identification**

(i.) Client shall grant or cause to be granted free access to the site for all of RGA's employees, agents and equipment necessary to provide an archaeological and/or architectural survey and/or other services under this Agreement. The Client shall notify the owner(s) and/or any individual in possession of the project site, whether they be lawfully or unlawfully in possession, that Client has granted RGA free access to the project site, and Client shall secure all permission (and any permits), including the permission of the appropriate Federal, State, County, and Local authorities, necessary to allow RGA free access to the project site at no charge to RGA, unless specifically agreed otherwise in the Proposal attached hereto. Client is responsible for any and all delays caused by its failure to provide reasonable access, and/or permission, to all necessary portions of the work site. Client is also responsible, and agrees to pay for any additional reasonable costs to RGA associated with Client's failure to provide access to the site, and/or permission to work at the site, or any portion thereof, so that RGA may perform the services under this Agreement.

(ii.) Client shall indicate to RGA the property lines of the site, wetlands, and bodies of water. Client is responsible for the accuracy of areas so designated, and for the accuracy of any and all maps, depictions, and/or any other descriptions of the site provided to RGA by the Client.

**b.) Site Information**

(i.) Client shall make available to RGA all information regarding existing, as well as any and all proposed changes to, conditions at the site, which is available to the Client. These include, but are not limited to, plot plans, construction plans, topographic surveys, any and all historical records, hydrographic data, soil data, including borings, field or laboratory tests, any survey of the site, all information on the location of installations and underground utilities, and written reports. Client shall immediately transmit to RGA any new information which becomes available or any change in plans. RGA shall not be

liable for any incorrect advice, judgment or decision arising on any inaccurate information furnished by Client, and Client will indemnify RGA against all claims, demands, or liability arising out of or contributed by such information. Client agrees to provide a representative on site within twenty-four (24) hours notice to make Client decisions when requested by RGA.

(ii.) Client shall locate for RGA and shall assume responsibility for the accuracy of Client's representations as to the locations of all above or below ground installations of any type, including but not limited to, underground utilities at the site. RGA will not be responsible for damage to any such utility or installation not so located.

(iii.) RGA may utilize a utility mark-out service to identify, locate and mark off-site underground utilities. RGA shall rely on the information provided by the mark-out service and RGA will not be responsible for damage to any such utilities or installations not so located.

#### **4. Delays and Impediments**

(a.) If any event occurs that causes or may cause RGA to be delayed or impeded in its performance of the services under this Agreement as set forth in the Proposal, RGA shall notify the Client within five (5) business days of the date RGA first became aware of the delay or impediment. Such notice may be provided either verbally or in writing at the option of RGA. The notice will provide the precise cause of the impediment, the measures taken to avoid the impediment and the anticipated length of the impediment. If the impediment prevents or may prevent performance in accordance with the Proposal or any Change Order, RGA may propose modifications to the Proposal or Change Order. Any proposed modifications to the Agreement will be made in writing.

(b.) Client shall notify RGA in writing of Client's agreement or disagreement with RGA's claim of an impediment or delay in performance, within five (5) business days after receipt of RGA's claim. If Client agrees with RGA's claim, the time for performance will be extended as proposed by RGA in its claim of impediment. If Client disputes RGA's assertion of an impediment or delay, such dispute shall be resolved by the procedures described in Section 14 of this Agreement.

(c.) Impediments or delays to performance, addressed pursuant to this Section will not: i) constitute a breach hereunder; or ii) give Client the right to claim damages or other relief to the extent that the impediment or delay was caused by the Client, its officers, directors, agents, employees or Contractors, or due to any contingency beyond the control of RGA as provided herein.

#### **5. Force Majeure**

(a.) Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, acts and/or omissions by Federal, State, County, and Local government authorities and regulatory agencies, or other events which are beyond the reasonable control of the other party and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strikes, lockouts or other labor disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that both parties shall use their best options to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the schedule of the services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this section shall, at the option of either party, make this Agreement subject to termination or renegotiation.

(b.) All such delays shall extend the Contract completion date commensurately, and RGA shall be paid for services to the delay date plus delay charges. Delay charges include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are directly attributable to the delay. In addition, in the event of a delay of services for any reason prior to completion of all reports contemplated by this Agreement, RGA reserves the right to complete such analysis and records as are necessary to place their files in order and, where necessary to protect its professional reputation, to complete a report on the services performed to date. A reasonable delay charge to cover the costs thereof may, at the option of RGA, be made.

#### **6. Changes in Scope of Services**

If any additional services are needed which are outside the Scope of Services as set forth in Section 1 and are not covered by other sections of the Agreement, and/or which results in any change in the Contract price, as set forth in the Proposal, RGA will submit a written "Change Order" to the Client for written approval. The "Change Order" shall state the nature of the additional services and any costs associated therewith. The Client will not be responsible for payment of any services not included in the Proposal as set forth in Section 1, unless a "Change Order" is submitted, in writing, and approved, in writing, by the Client. Under extraordinary circumstances, in which an immediate response is, by law, required, and RGA cannot obtain written approval of the Client, then RGA may proceed without a written "Change Order."

#### **7. Breach of Agreement**

All breaches of this Agreement, not specifically addressed elsewhere in this Agreement, shall be governed by this Section 7. Client shall notify RGA within ten (10) business days of the breach. Upon Client's notice, RGA shall have the option to take such corrective measures, if any, to remedy the breach, and shall notify Client within ten (10) business days after receipt of Client's notification, pursuant to this Section 7, of the corrective measures taken and the time period within which the corrective measures shall be taken. In no event shall RGA take longer than thirty (30) calendar days to implement such corrective measures or as mutually agreed in writing by the parties. In no event shall RGA be liable to Client for any damages without being given a reasonable opportunity to remedy its breach as provided for herein.

## **8. Termination**

This Agreement may be terminated by either party by not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. Before termination the parties, to the greatest extent practical, should attempt to cure the substantial performance failure under provisions contained in Section 7 of this Agreement. Termination shall not be effective if that substantial failure has been corrected before expiration of the period specified in the written notice. If this Agreement is terminated, RGA shall be paid for services performed up to, and including, the termination notice date plus termination charges. Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred directly attributable to termination including, but not limited to, subcontract termination and/or cancellation fees and/or penalties. In addition, in the event of termination for any reason prior to completion of all reports contemplated by the Agreement, RGA reserves the right to complete such work and analyses as is necessary to place their files in order and, where necessary, to protect their professional reputation, to complete a report on the services performed up to date. A reasonable termination charge to cover the cost thereof may, at the option of RGA, be made.

## **9. Indemnification**

(a.) RGA shall indemnify, defend and hold harmless Client and its officers, directors, employees, and agents from any and all damages, losses or expenses, including, but not limited to, reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees or agents, as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities with respect to and arising out of: (i) any material breach by RGA of any provision herein for which Client has sent RGA notice in accordance with Section 7 and for which RGA has not taken reasonably necessary measures to correct in accordance with Section 7; (ii) any misrepresentation or material omission by RGA; and, (iii) any act of negligence by RGA, provided that such damages, losses or expenses are not occasioned by the sole or contributory negligence of Client or its Contractors, or their respective officers, directors, employees and agents. The indemnification provided by RGA under this section is subject to the limitation contained in Subparagraphs 9(b.) and 10(b.).

(b.) Client shall indemnify, defend, and hold harmless RGA and its officers, directors, employees and agents from any and all damages, losses or expenses, including, but not limited to, reasonable legal expenses and attorneys' fees connected therewith, liabilities, penalties, and fines sustained by RGA, its officers, directors, employees, and agents as a result of any and all claims, demands, suits, causes of action, judgments, and liabilities arising out of or caused by: (i) any material breach by Client of any provision herein; (ii) any negligent act or omission or willful misconduct by Client, Client's employees or agents or Client's Contractors; (iii) any misrepresentation or material omission by Client, its agents, employees or Contractors; (iv) any misinformation provided by Client, or information in the Client's possession, which the Client failed to provide to RGA, whether such misinformation results in damages, losses or expenses arising from activity on Client's property, or the property adjacent to Client's property, public or otherwise; (v) any past present or future events, conditions, circumstances, incidents, action or omissions relating to or in any way affecting the Client, or the Property, that violate any law or that may give rise to any liability, or otherwise form the basis for a claim under any law; (vi) any damage to the site, including damage to any real property or item, artifact(s), building(s), fixture(s), and/or vegetation present at the site; and, (vii) use by Client, or any third-parties, of any report, observation, calculation, work, drawings, notes, specimens, or other work product of RGA which has not been so designated by RGA for use and/or reliance by Client and/or any third-party; provided that all such damages, losses, expenses, fines or liabilities are occasioned by the negligence or willful misconduct of the Client, its officers, directors, employees, agents and Contractors; and further provided that such damages, losses, expenses, fines or liabilities are not occasioned by the sole negligence of RGA.

## **10. Limitation of Liability**

(a.) Notwithstanding anything to the contrary in this Agreement, RGA's total liability under this Agreement, whether arising out of tort, strict liability, indemnification, Contract or otherwise, shall be limited to and not exceed the amount actually paid by the insurance which RGA is required to secure pursuant to Section 11, herein.

(b.) In no event shall RGA and its officers, directors, employees and agents be liable to Client and/or anyone claiming by, through and under Client, including Client's insurers, for any lost, delayed or diminished profits, revenues, or opportunities, losses by reason of shutdown or inability to utilize or complete work; or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from RGA's performance of failure to perform services pursuant to this Agreement.

(c.) Client shall indemnify, defend and hold RGA and its officers, directors, employees and agents harmless from and against any and all claims, damages, losses, attorney's fees, expenses, and fines in excess of the amount actually paid by RGA's insurance policies for any loss or injury sustained by Client, any person or any third party, and including but not limited to any loss or injury caused by the negligence of RGA, RGA's employees, agents or contractors.

## **11. Insurance**

RGA shall procure and maintain worker's compensation insurance coverage as required by law, comprehensive general and automobile liability insurance coverage in the amount of \$1,000,000 and Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Additional coverages may be negotiated at the client's request before the commencement of services, and by an agreement of the Client to pay an additional fee.

## **12. Limited Warranty**

RGA warrants, represents and covenants that all of its services shall be performed in a good workman-like manner and in accordance with the standards for services at the time the services are rendered. No other warranty either express or implied is included under this Agreement.

## **13. Ownership, Maintenance and Use of Documents and Artifacts**

All materials generated or paid for by RGA on this project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, proposals, samples, specimens and other pertinent data, are instruments of RGA's service. Unless otherwise specified in the Scope of Services, these items are the property of the Client, and RGA shall have the right to retain copies of all said instruments. However, Client shall not furnish said instruments of RGA's service to any third party, including any government agency, without the prior written consent of RGA. RGA shall maintain its copies of all said instruments, along with any artifacts discovered at the site which can be reasonably stored by RGA, for a period of no less than one (1) year after completion of the project. Any artifacts not claimed by Client prior to the expiration of that one (1) year period shall become the property of RGA. The Client shall specify in advance and be charged for all arrangements for a special or extended period of maintenance of these instruments by RGA. Any reports, bids and/or proposals resulting from RGA's efforts on this project are not intended or represented to be suitable for reuse by the Client or others, or extensions or modifications of this project or any other project. Client agrees that it will not provide any of RGA's reports, bids or proposal information to any of RGA's competitors or other clients without the express written consent of RGA.

## **14. Entire and Integrated Agreement**

This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the matter stated herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understandings, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understandings, or undertakings with respect to such subject matters other than those set forth or referred to herein.

## **15. Arbitration**

Any dispute or disagreement arising out of or related to this Agreement shall be settled through arbitration in Cranbury, New Jersey in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The arbitration panel shall be composed of one arbitrator. Failing agreement of the parties to select an arbitrator within thirty (30) days, the arbitrator shall be appointed by the AAA. Any arbitration award shall be final and binding on the parties and enforceable in any court in the State of New Jersey.

## **16. Severability/Governing Law/Limitations on Actions**

(a.) **Severability.** If any provisions of this Agreement, or the application thereof shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties, unless to do so would result in the failure of the essential purpose of this Agreement.

(b.) **Governing Law and Venue.** This Agreement is entered into and shall be governed, construed, and interpreted in accordance with the substantive and procedural laws and rules of the State of New Jersey, regardless of New Jersey's conflict of laws rules. In addition, if for any reason the mediation or arbitration herein provided for should fail or not be enforceable for any reason, any action by either Party arising out of, related to, or to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court, Law Division, in and for Middlesex County, New Jersey.

(c.) **Limitations on Actions.** All legal actions by either party against the other for breach of this Agreement, or any change order or amendment to this Agreement, or for the failure to perform in accordance with the applicable standards of care, however denominated, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its claim, but, in any event, no more than four (4) years from the substantial completion of RGA's services.

## **17. Independent Contractor Status**

Nothing in this Agreement shall be construed to make RGA or any of its employees or agents to be Client's employees, agents or representatives (unless specifically so stated). RGA shall be an independent Contractor and shall have responsibility for and control over the details and means for performing the services described herein. RGA shall be subject to the directions of Client only with respect to the scope of services and the general results required.

## **18. No Third-Party Beneficiaries/Successors and Assigns**

(a.) **No Third-Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement is intended or shall be construed to give any Person or entity, other than RGA and Client and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and all conditions and provisions hereof being and intended to be for the sole and exclusive benefit of RGA and Client, their respective successors, and permitted assigns.

(b.) **Successors and Assigns.** This Agreement shall bind, and inure to the benefit of the Parties and each Party's respective directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations,

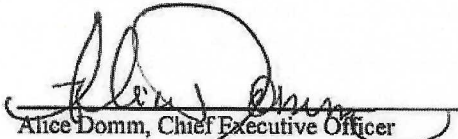
subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries, grantees, vendees, transferees, assigns, heirs, executors, administrators, and estates, as the case may be.

**19. Authorization to Proceed**

RGA and Client represent and warrant that (a) each party is fully authorized to enter into this Agreement, and (b) each party has read and fully understands each of the provisions of this Agreement. Authorization for RGA to proceed with any and all services described in Section 1, and any work related to all services described in Section 1, is hereby granted upon RGA's receipt of the Client's (or an authorized representative's) signature at the end of any given Proposal. The authorization to proceed signifies Client's consent to all of RGA's terms and conditions as set forth herein, and in any attachments to this Agreement, and will be effective from the signature date through completion and receipt of all funds due to RGA from the Client.

**20. Notices**

All notices and demands which RGA or Client are required or desire to give to the other shall be given in writing by personal delivery, by express courier services, or by certified mail, return receipt requested, to the address noted above for the respective Party. However, if the Parties give notice of a change of name or address, notices to that party shall thereafter be given as demanded in the notice. Any notices and demands given by personal delivery or by express courier service shall be effective on receipt.

  
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Alice Domm, Chief Executive Officer  
Richard Grubb and Associates, Inc.

  
\_\_\_\_\_  
Mt. Holly Board of Fire Commissioners  
Print Name and Title: Ryan E. Donnelly  
Director of Fire Services

Date:

Date: 11/16/2020



RICHARD GRUBB & ASSOCIATES  
*Historic Architecture • Archaeology • Historical Research*

259 Prospect Plains Road | Building D | Cranbury, New Jersey 08512 | 609-655-0692 | [www.rgaincorporated.com](http://www.rgaincorporated.com)

October 21, 2020

Ryan Donnelly  
Mt. Holly Board of Fire Commissioners  
17 Pine Street  
Mount Holly, New Jersey 08060

Via Email: [rdonnelly@mounthollyfire.org](mailto:rdonnelly@mounthollyfire.org)

Re: Proposal, Terminal Phase II Archaeological Survey, Block 86, Lot 4 Site (28-Bu-927), Mt. Holly Relief Fire Station, 17 Pine Street, Township of Mount Holly, Burlington County, New Jersey

Dear Mr. Donnelly:

RGA, Inc. (RGA) is pleased to submit this proposal for a Terminal Phase II archaeological survey for the proposed construction of a rear addition to the existing Mt. Holly Relief Fire Station and associated site improvements at 17 Pine Street in the Township of Mount Holly, Burlington County. The project is being funded by the Township of Mount Holly. The Mt. Holly Relief Fire Station is a contributing element to the Mount Holly Historic District (NR: 2/20/1973; SR: 8/7/1972), which is listed on the New Jersey and National Register of Historic Places. As a result, this project falls under the New Jersey Register of Historic Places Act and the prior authorization of the Commissioner of the New Jersey Department of Environmental Protection is required since the property is municipally owned, and there is the potential to "encroach upon, damage, or destroy" a resource listed on the New Jersey Register of Historic Places. The New Jersey Register of Historic Places Act (N.J.A.C. 7:4) protects historic properties listed on the New Jersey Register from public undertakings.

In June 2017, RGA completed a Phase I archaeological survey for the project and identified two archaeological sites (28-Bu-927 and 28-Bu-928) within the initially proposed limits of disturbance. Project plans were subsequently revised. Of the two identified sites, the Block 86, Lot 4 site (28-Bu-927) is partially located in the footprint of the proposed firehouse addition. This site contains structural remains that appear to be related to a former mill and mill race on the property. This proposal is based on tasks outlined in a March 19, 2018 Terminal Phase II work plan for site 28-Bu-927 that was reviewed and approved by the New Jersey Historic Preservation Office (NJHPO) and included in a Historic Sites Council Resolution.

The purpose of the Terminal Phase II archaeological survey is to evaluate the significance of site 28-Bu-927 for listing in the New Jersey Register of Historic Places and to excavate a large enough portion of the site within the limits of disturbance to mitigate an encroachment to the site. The results of this work will be presented in a report that shall meet the archaeological survey and reporting guidelines of the NJHPO. The survey will be overseen by an archaeologist who meets the professional qualifications and standards of 36 CFR 61 set forth by the National Park Service.

ADDITIONAL OFFICES | Pennsylvania | New York | North Carolina | Maryland

DPE ABBE SBE CERTIFIED



The following tasks will be completed for the Terminal Phase II archaeological survey:

- A review of the Phase I archaeological survey report.
- Site-specific background research on the former eighteenth- and nineteenth-century fulling/cotton mill and mill race.
- A One Call utility mark out request ordered prior to site excavations.
- Archaeological fieldwork, including the mechanical excavation of three (3) 7.0-foot by 7.0-foot excavations at three of the 7.0-foot square spread footings proposed within the archaeological site limits. This effort constitutes an 89% (147 square feet) excavation of the portion of site 28-Bu-927 that will be impacted by below grade excavations (i.e., 165 square feet) via installation of proposed spread footings. RGA will mark out each excavation location in white spray paint at least one week in advance of and to facilitate saw cutting and mechanical excavations. Mechanical excavation is intended to expose structural remains associated with the former mill and mill race. In addition, three (3) mechanically excavated trenches measuring 4.0 feet by 15 feet each will be dug perpendicular to the existing fire house to expose the profile of the former mill race, which will be documented via scaled line drawings and digital photography. Surface concrete and asphalt paving will be cut prior to excavation. Excavations will not exceed 5.0 feet deep. Project personnel will not enter excavations deeper than 4.0 feet without a ladder. The excavations will be de-watered to enable trench and cultural feature documentation. It is assumed that electricity for the water pump can be supplied by the nearby fire station. All mechanical excavations will be observed by an archaeologist. Exposed cultural deposits that may be encountered below 2.0 feet below grade will be archaeologically sampled by hand via one 5.0-foot by 5.0-foot excavation unit within each of the three mechanical excavations upon cultural feature exposure. All cultural features exposed will be recorded via scaled line drawing and digital photography. Soil based cultural features will be sampled through hand excavation. Excavated soil in each cultural feature will be screened through ¼-inch wire mesh to facilitate artifact recovery. Exposed masonry structural features and mill race prism walls will be documented via scaled line drawings and digital photographs. All cultural features and excavations will be mapped and plotted on construction plans. Excavations will be backfilled with excavated soil. Mount Holly Township will cap each excavation with a layer of gravel, if necessary. No surface re-paving is included in this proposal. All open excavations will be surrounded with orange snow fencing and caution tape to prevent pedestrian entry.
- Processing, analysis, and cataloging of recovered artifacts at an off-site laboratory. A catalog of recovered cultural material will be presented in the Terminal Phase II archaeological survey report. Collected artifacts will be placed in re-sealable, polyethylene bags with an accompanying tag listing the appropriate provenience information. Artifact marking is not included in this proposal. The recovery of 900 artifacts is included in this proposal.
- Preparation of a revised archaeological site registration form, if necessary.
- Preparation of a report detailing the results of the Terminal Phase II archaeological survey.

Terminal Phase II archaeological survey fieldwork will be completed within four to five (4-5) weeks of the notice to proceed, pending availability of a backhoe and operator.

RGA will provide one (1) print copy of the Terminal Phase II archaeological survey report to the Mt. Holly Fire District for review and comment within eight (8) weeks following the completion of archaeological survey fieldwork. Upon receipt of review comments, RGA will complete the final archaeological survey report within one (1) week. One (1) print copy of the final report with a CD containing an electronic .pdf report copy and digital images of report photograph plates will be provided to the Mt. Holly Fire District. One (1) print copy with an accompanying data cd containing a pdf of the report and jpgs of report photograph plates will also be submitted to the NJHPO for review comment. Recovered archaeological material and survey documentation will be submitted to the Mount Holly Fire Commissioners and/or the Township of Mount Holly within two (2) weeks upon receipt of NJHPO review comments. It is anticipated that the Mount Holly Fire District will display select artifacts in a public space within a portion of the Mount Holly Relief Fire Station following construction completion.

The cost for the Terminal Phase II archaeological survey will be \$31,457.00, including expenses.

The per hour cost for meetings and conference calls will be billed at a rate of \$116.00 per hour.

It is requested that vehicles be removed from the eastern and northern portion of site 28-Bu-927 during the Terminal Phase II archaeological survey to facilitate mechanical excavations. RGA also requests use of an electrical outlet in the nearby fire station to operate a pump for de-watering purposes during mechanical trench excavation.

**Assumptions and Exclusions:**

RGA assumes that Mount Holly Township will supply a backhoe and operator to excavate and backfill trenches and excavations within the project location footprint, that the township will sawcut all excavation locations to facilitate mechanical excavations, and will level backfilled locations with a layer of gravel. RGA will mark each excavation location in white spray paint at least one full week before saw cutting and excavations take place. Costs for a backhoe, operator, saw cutting, gravel placement and repaving are not included.

Phase III archaeological surveys, archaeological monitoring, artifact curation, geomorphology, and public outreach, if required, are not included in this scope. The artifacts will be transmitted to the Mount Holly Board of Fire Commissioners and/or the Township of Mount Holly following the completion of the survey. Any additional requirements by the NJHPO may require a change order or a new scope and budget.

This cost proposal is valid for up to six (6) months from the date of this proposal.

Please contact Michael J. Gall at 609-655-0692, ext. 318 if you have any questions. We look forward to working for the Fire Commissioners on this project.

Very truly yours,



Alice Domm  
Chief Executive Officer

MJG:cs