



# Municipality of Princeton

Municipal Building  
400 Witherspoon Street  
Princeton, NJ 08540-3496

Department of Community Development  
Office of the Engineer  
Telephone (609)921-7077  
Fax: (609) 688-2027

**ROBERT V. KISER, P.E.**  
Director of Engineering

## MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: May 15, 2014

SUBJECT: **PSA, Hunter Research – Archaeological consulting and training of Public Works Staff in connection with the completion of Quaker Road Pathway Project**  
**NTE \$1,327.50**

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Attached please find a proposal in the not to exceed amount of \$1,327.50 from Hunter Research for archaeological consulting and training services in relation to the completion of Quaker Road Pathway Project.

The Proposal provides for the use of Hunter Research's services to provide training of Public Works Staff to identify artifacts that may be discovered during the course of excavating for the pathway. The remaining section of the path between the Historical Society Headquarters and the D&R Canal Towpath will be funded through the National Recreational Trails Grant program.

Also included in the proposal are on call archaeological services and documentation, which will only be used, if needed.

Council's consideration in approving a professional services agreement providing for these services at the May 27<sup>th</sup> meeting will be appreciated.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk  
Trishka Waterbury Cecil, Municipal Attorney  
Kathy Monzo, Deputy Administrator/Director of Finance  
Sandy Webb, CFO  
Deanna Stockton, P.E., Assistant Engineer  
Christine Lewandoski, Historic Preservation Officer/Deputy Zoning Officer  
Robert Hough, P.E., Director of Infrastructure and Operations  
Rosanna Roberto, Secretary

**RESOLUTION 2014-R  
OF THE MAYOR AND COUNCIL  
OF THE MUNICIPALITY OF PRINCETON  
AUTHORIZING AN ARCHAEOLOGICAL CONSULTING AND TRAINING OF  
PUBLIC WORKS STAFF IN RELATION TO THE QUAKER ROAD PATHWAY PROJECT**

**WHEREAS**, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with HUNTER RESEARCH (hereinafter referred to as "Provider") to conduct archaeological consulting training of Public Works staff and provide on-call archaeological services in connection with the completion of Quaker Road Pathway Project, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as a professional archaeological consultant company on behalf of the Municipal Department of Engineering to conduct a training of Public Works Staff working on the project and providing on-call archaeological services. Specifically, the Provider shall perform the services provided for in their proposal dated May 14, 2014.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.
3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held May 27, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this May 27, 2014.

\_\_\_\_\_  
 Linda S. McDermott  
 Municipal Clerk

**MUNICIPALITY OF PRINCETON  
PROFESSIONAL SERVICES AGREEMENT 2014**

AGREEMENT, made this \_\_\_\_ day of May, 2014, by **HUNTER RESEARCH, 120 West State Street, Trenton, NJ 080608-1185** (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated **May 14, 2014** hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services at the **Quaker Road Pathway** project as follows:

**1. Training of Public Works Staff Working on the Project** \$340.00

William Liebeknecht, Principal Investigator, RPA, will provide a 2-hour orientation for the public works staff at a time and date to be agreed. This orientation will

- introduce the general historical significance of the area
- demonstrate the types of artifacts most likely to be encountered during the project,
- discuss the significance of soil changes that may be observed, particularly in connection with the trolley line.
- provide guidance on the identification and minimal documentation and retention of artifacts pending identification by an archaeologist
- provide guidance for the treatment of human remains (highly unlikely to be encountered)
- explain procedures following the discovery of potentially significant archaeological materials (archaeological monitoring while construction continues, or a period of documentation by archaeologists while work is suspended).

**The cost for this training and orientation is \$340 (3 hours total, inclusive of all expenses).**

**2. On-call Archaeological Services** \$237.50

Hunter Research will seek to ensure that a Senior Archaeologist or Principal Investigator is on-site with one hour of receipt of a phone message that archaeological materials have been found.

**The company's standard billing rate for monitoring and on-call services is \$118.75 per hour.**

In the event that detailed archaeological documentation of discoveries is required, a team of two archaeologists will be deployed at a rate of **\$750 per half day.** \$750.00

**Total \$1,327.50**

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from May 27, 2014 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

- a. **Not to exceed total fee of one thousand three hundred twenty seven and 50/100 (\$1,327.50).**
- b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127. as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

**WITNESS**

**MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Elizabeth Lempert, Mayor

By: \_\_\_\_\_  
Ian Brurrow, Ph.D., RPA, VP  
For Hunter Research

# HUNTER RESEARCH

Richard W. Hunter  
PRESIDENT

Ian C. Burrow  
VICE PRESIDENT

May 14, 2014

Christine M. Lewandoski  
Historic Preservation Officer/Deputy Zoning Officer  
Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

**Re: Completion of Quaker Road Pathway Project: Archaeological Consulting and Training of Public Works Staff**

Dear Christine:

Thank you for inviting us to present a proposal for the above work, which will be carried out in the same manner as in 2010.

Our understanding of the project and the scope of services remains as follows:

The project has received authorization under the New Jersey Register of Historic Places Act. The project area lies within the Princeton Battlefield/Stony Brook Village Historic District (placed on the National and State Registers 1989). The Trenton and Mercer County Traction Corporation Trolley Line alignment (operating c. 1900-1932) will also intersect with the northeast terminal of the path. The trolley line received a NJSHPO opinion of Eligibility for the National Register in 1988, largely as a result of archaeological investigations in this area by Charles Bello and Richard Grubb in the same year.

On October 2, 2007 the Princeton Historic Preservation Commission presented an agreed archaeological protocol as item 5 in a memorandum to the State Historic Preservation Office. This set out the following:

1. General contractor to cease operations if historic or archaeological materials are discovered.
2. The Historic Preservation Officer to be informed of the discovery.
3. Princeton to identify an on-call archaeologist to assist in securing, safeguarding and documenting any archaeological elements found.

In the light of this protocol, Hunter Research will again provide the following:

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5-14-14.doc page 1 of 3

Hunter Research, Inc. Historic Resource Consultants 120 West State Street, Trenton, NJ 08608-1185 609/695-0122 609/695-0147 Fax  
e-mail address: hri@hunterresearch.com www.hunterresearch.com

Member: ACRA American Cultural Resources Association

## **1. Training of Public Works Staff Working on the Project**

William Liebeknecht, Principal Investigator, RPA, will provide a 2-hour orientation for the public works staff at a time and date to be agreed. This orientation will

- introduce the general historical significance of the area
- demonstrate the types of artifacts most likely to be encountered during the project,
- discuss the significance of soil changes that may be observed, particularly in connection with the trolley line.
- provide guidance on the identification and minimal documentation and retention of artifacts pending identification by an archaeologist
- provide guidance for the treatment of human remains (highly unlikely to be encountered)
- explain procedures following the discovery of potentially significant archaeological materials (archaeological monitoring while construction continues, or a period of documentation by archaeologists while work is suspended).

Mr. Liebeknecht's resume is attached. He is extremely knowledgeable about historic artifacts, and knows the project and the area well

**The cost for this training and orientation is \$340 (3 hours total, inclusive of all expenses).**

## **2. On-call Archaeological Services**

Hunter Research will seek to ensure that a Senior Archaeologist or Principal Investigator is on-site with one hour of receipt of a phone message that archaeological materials have been found. **The company's standard billing rate for monitoring and on-call services is \$118.75 per hour.**

In the event that detailed archaeological documentation of discoveries is required, a team of two archaeologists will be deployed at a rate of **\$750 per half day.**

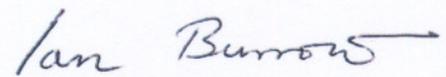
### **Cost Proposal**

Based on a two-week construction schedule it is suggested that these costs be expressed as a **not-to-exceed amount of \$1327.50**, made up as follows:

Training/Orientation	\$340
2 on-call site visits, each of one hour	\$237.50
Half day (4 hours) of documentation	\$750
	<b>\$1327.50</b>

I hope this will be acceptable. Please call me if you have any questions.

Yours sincerely

A handwritten signature in black ink that reads "Ian Burrow". The signature is written in a cursive style with a long horizontal stroke at the end of the word "Burrow".

Ian Burrow, Ph.D., RPA  
Vice President