

SCOPE OF WORK
PHASE III CULTURAL RESOURCES MITIGATION
OF ARCHEOLOGICAL SITE 32GF130,
GRAND FORKS COUNTY, NORTH DAKOTA

1.00 INTRODUCTION

1.01 The Contractor will prepare a Data Recovery Plan and undertake Phase III mitigation of archeological site 32GF130 located adjacent to English Coulee in Grand Forks County, North Dakota (Figure 1). This site will be mitigated as a result of direct impacts from proposed English Coulee pump station outlet channel construction associated with the Grand Forks/East Grand Forks Flood Protection Project.

1.02 This cultural resources investigation partially fulfills the obligations of the Corps of Engineers (Corps) regarding cultural resources, as set forth in the National Historic Preservation Act of 1966 (Public Law [PL] 89-665), as amended; the National Environmental Policy Act of 1969 (PL 91-190); the Archeological and Historical Preservation Act of 1974 (PL 93-291); the Advisory Council on Historic Preservation's "Regulation for the Protection of Historic Properties" (36 CFR Part 800); and the applicable Corps regulations. Curation of recovered materials and associated records will be at a facility meeting the requirements of 36 CFR Part 79, Curation of Federally-owned and Administered Archeological Collections.

1.03 This cultural resources investigation will serve several functions. The report will be a comprehensive, scholarly document that not only fulfills federally mandated requirements, but also serves as a scientific reference for future professional studies. Thus, the report must be analytical, not just descriptive.

2.00 PROJECT DESCRIPTION

2.01 The Grand Forks/East Grand Forks Flood Protection Project (Project) is located along the Red and Red Lake rivers in Grand Forks County, North Dakota and Polk County, Minnesota (Figure 1). Proposed flood protection measures include a combination of levees and floodwalls along these two rivers in these two cities. Construction stage 1 for the Grand Forks side of the project is underway. The Stage 2 levee construction contract for Grand Forks is scheduled to be awarded in 2002 and the Stage 3 contract in 2003.

2.02 The English Coulee pump station is being constructed where the permanent levee crosses English Coulee north of the city of Grand Forks (Figure 2). The pump station will pass the flow of surface and coulee water from the landward side of the levee through an outlet channel emptying back into the coulee on the levee's riverward side. Construction of the pump station is scheduled for 2002-2003. The actual pump station site and the permanent levee alignment across English Coulee are west and outside of the site 32GF130 area. Mitigation of adverse effects to site 32GF130 must however be completed prior to construction of the proposed English Coulee pump station's outlet channel to English Coulee (Figure 2).

2.03 Stipulations III.H and IV.C.3 of the *Programmatic Agreement Among the U.S. Army Corps of Engineers, St. Paul District, the Advisory Council on Historic Preservation, the North Dakota State Historic Preservation Officer, and the Minnesota State Historic Preservation Officer Regarding Implementation of Flood Protection Measures for the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota* requires the Corps to prepare a data recovery plan in consultation with the appropriate SHPO, concerned Indian tribes, and interested parties for archeological sites when avoidance by the project or preservation in place is not feasible.

2.04 Site 32GF130 will be directly affected by construction of the English Coulee pump station's outlet channel into the coulee just upstream of its confluence with the Red River north of the city of Grand Forks.

3.00 DEFINITIONS

3.01 Cultural Resources include any building, site, district, structure, object, data, or other material relating to the history, architecture, archeology, or culture of an area.

3.02 Phase III Mitigation is the mitigation of the direct or indirect impacts of construction upon eligible sites through the systematic removal of data. It typically includes the excavation of either complete cultural deposits or a systematic sample of them and the thorough analysis and interpretation of the data recovered. The excavation, analysis, and interpretation methods must be adequate to address the important research questions based on which the property was determined eligible. In addition, because the mitigation process destroys the resource, data should be recovered that may be needed to address future research questions.

4.00 PREVIOUS INVESTIGATIONS

4.01 Site 32GF130 was originally recorded in 1989 during a survey for an underground electric cable across the Red River by archeologists from the University of North Dakota (Gregg and Picha, 1989, *Survey for Historic and Archeological Properties at a PKM Electric Coop Underground and Submarine Power Cable Installation Across the Red River in Polk County, Minnesota and Grand Forks County, North Dakota*). A side-notched projectile point, seven flakes, fire-cracked rock, burned and unburned animal bone fragments, a possible clay pipe bowl, and widely scattered historic artifacts were observed on the surface of a cultivated field in the E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 28, Township 152 North, Range 50 West, Grand Forks County, north of the proposed power cable corridor.

4.02 In 1999, archeologists from LTA, Inc., of Laramie, Wyoming, conducted a Phase I cultural resources survey of the proposed levee and floodwall alignments and greenway area at the city of Grand Forks in connection with the Grand Forks/East Grand Forks Flood Protection Project (Larson and Penny, 2000, *Results of a Phase I Cultural Resource Investigation for Proposed Levee and Floodwall Alignments at the City of Grand Forks*). LTA archeologists did a surface walkover of the cultivated field site 32GF130 is located in and placed 14 auger tests along the terrace edge to check for buried prehistoric artifacts and features. All of the auger tests were negative. LTA recommended Phase II testing (five 1 meter by 1 meter excavation units) in the

northern portion of the site to evaluate the National Register eligibility of its prehistoric component.

4.03 In 2001, archeologists from Florin Cultural Resource Services (FCRS) of Beldenville, Wisconsin conducted Phase II testing to evaluate the National Register of Historic Places eligibility of prehistoric and historic archeological site 32GF130 (Figure 3). The site has Late Woodland, Northeastern Plains Village, and Historic (1880-1920) components. The site covers an area of 34,450 m², with 6,750 m² of that in the wooded area on the terraces south and east of English Coulee and the remainder in a cultivated field on the edge of former glacial Lake Agassiz plain. Testing by FCRS revealed that there are intact historic deposits to 70 cm below the surface (cmbs) and prehistoric deposits to 90 cmbs in that part of the site in the wooded area along English Coulee. This portion of the site was determined eligible to the National Register under criterion D. The portion of the site in the cultivated field was confined to the plow zone and therefore determined to be non-eligible due to its lack of integrity. The results of FCRS's Phase II testing and evaluation work is detailed in a report entitled *Phase I Survey of Revised English Coulee Pump Station and Phase II Testing of 32GF130 at Grand Forks, Grand Forks County, North Dakota* (Florin, Wergin, Myster and Mather 2002). Pages from this report which are applicable to site 32GF130 are included in Attachment A with this scope of work.

4.04 According to the *Soil Survey of Grand Forks County, North Dakota* (Doolittle et al. 1981:inset map on sheet 52, soil legend, 29, 41, 76, 78, 88, 103), soils at site 32GF130 consist of Bearden silty clay loam in the cultivated field; Zell-LaDelle silt loams, 1 to 9 percent slopes, on the slope down to the English Coulee/Red River terrace; Cashel silty clay loam, 1 to 6 percent slopes, on the wooded terrace; and LaDelle silt loam, 0 to 3 percent slopes along the coulee and river flood plains.

5.00 DATA RECOVERY PLAN

5.01 Prior to beginning any of the field work for this project, the Contractor will prepare a Data Recovery Plan for mitigation of adverse effects to archeological site 32GF130.

5.02 According to Stipulation III.H.1 of the Programmatic Agreement, the Data Recovery Plan will specify, at a minimum:

- a. The property, properties, or portions of properties where data recovery is to be carried out;
- b. The research questions to be addressed through the data recovery, with an explanation of their relevance;
- c. The methods to be used, with an explanation of their relevance to the research questions;
- d. The methods to be used in analysis, data management, and dissemination of data, including a schedule;
- e. The proposed disposition of recovered materials and records;
- f. Proposed methods for involving the interested public in the data recovery;
- g. Proposed methods for disseminating results of the data recovery to the interested public; and,

h. A proposed schedule for the submission of progress reports to the Corps for distribution to the North Dakota SHPO, the Advisory Council on Historic Preservation, and where applicable, concerned tribes and interested parties.

5.03 The Data Recovery Plan shall consider the following factors in connection with site 32GF130:

a. A minimum of 100 square meters of site 32GF130 will be excavated in that part of the National Register eligible portion of the site within the English Coulee Pump Station work limits (Figures 2 and 3) using formal 1 meter by 1 meter excavation units or comparable excavation methods. This represents about 2 percent of the eligible portion of the site within the work limits (5,050 square meters) and 1.5 percent of the total 6,750-square-meter (1.7 acre) eligible portion of the site. It is about 0.3 percent of the entire 34,425-square-meter (8.5 acre) site area.

b. Data recovery shall include augering, coring or testing in the bottom of excavation units or in between such units in the mitigation area to 3 meters (10 feet) below the surface to determine if there are additional cultural deposits below 1 meter's depth which need to be mitigated. The contract will be modified to cover actual mitigation excavation of any such deeper cultural materials or features discovered, as necessary.

c. Samples for radiocarbon assays will be collected from any intact prehistoric deposits. Cost for assays will not be a part of the initial quote for this contract. The St. Paul District will pay for radiocarbon assays as a separate contract or as a modification to this contract when the number of assays has been determined.

d. Although there are no known burials in the site 32GF130 area, the Data Recovery Plan will outline a strategy for dealing with the recovery and disposition of any human remains identified during the course of excavation. This shall be done in accordance with North Dakota Century Code 23-06-27, "Protection of Human Burial Sites, Human Remains, and Burial Goods" and Chapter 40-02-03, "Protection of Prehistoric and Historic Human Burial Sites, Human Remains, and Burial Goods." The Native American Graves Protection and Repatriation Act (NAGPRA) does not apply as no federal or tribal land is involved, the site being on land owned by the City of Grand Forks and a private landowner.

e. The Data Recovery Plan will discuss curation of collected remains, including which curation facility will be used. Artifacts will be from excavations within the city-owned portion of the site (within the English Coulee Pump Station work limits).

f. The Data Recovery Plan will discuss research topics relevant to the significance of the historic property being mitigated, and how the data to be collected will assist in answering these topics.

5.04 The Contractor shall submit the Data Recovery Plan for site 32GF130 to the St. Paul District Corps for review and approval prior to implementing the Data Recovery Plan. The Data Recovery Plan shall also be reviewed by the North Dakota State Historic Preservation Office,

concerned Indian tribes and other interested parties, per Programmatic Agreement stipulations III.H.1 and IV.C.3.

6.00 PROJECT REQUIREMENTS

6.01 The Contractor will conduct **Phase III Mitigation** at site 32GF130, in accordance with the approved Data Recovery Plan.

6.02 The Contractor's work will be subject to the supervision, review, and approval of the Corps' Technical Representative. The Corps' Technical Representative for this contract is Ms. Virginia Gnabasik, St. Paul District archeologist, at (651) 290-5262.

6.03 The Contractor will employ a systematic, interdisciplinary approach in conducting the study, using techniques and methods that represent the current state of knowledge for the appropriate disciplines. The Contractor will provide specialized knowledge and skills as needed, including expertise in prehistoric and historic archeology, history, and other social and natural sciences, such as geomorphology.

6.04 The Contractor's key personnel working on this project must meet the Secretary of the Interior's professional qualification standards for prehistoric archeologists, historic archeologists and historians. Key personnel include the Contractor's principal investigator, the field and laboratory supervisors, and field crew chiefs.

6.05 The Contractor is required by North Dakota Century Code 55-03-01 to obtain a cultural resources permit or archeological license from the Historic Preservation Division of the State Historical Society of North Dakota prior to the start of any field work. Contact Ms. Fern Swenson, Director, Historic Sites Division, State Historical Society of North Dakota at (701) 328-3575 for information and a permit application. Ms. Swenson is also the point of contact for burial sites information.

6.06 The Contractor will provide all materials and equipment necessary to perform the required services expeditiously.

6.07 The Contractor will implement the approved Data Recovery Plan, using the specified methods for excavation, analysis, and interpretation supplemented by additional methods at the Contractor's discretion. Any significant departure from the Data Recovery Plan must be approved in advance by the Corps' Technical Representative.

6.08 The Contractor will screen all excavated material through ¼-inch or smaller mesh hardware cloth. Representative soil samples from features, levels, or zones should be processed by waterscreening and examined for floral and faunal remains and other small artifacts.

6.09 That part of site 32GF130 within the English Coulee Pump Station work limits is located on land owned by the City of Grand Forks. The city has granted rights-of-entry for the site area. The point-of-contact for the City is Mr. Michael Yavarow, Senior Project Engineer, Department

of Public Works, City of Grand Forks [phone (701) 746-2612]. Mr. Yavarow should be contacted at least five business days prior to the start of field work.

6.10 That part of site 32GF130 located outside of the English Coulee Pump Station work limits is on privately-owned land belonging to Mr. Gerald Omlid, 71 4th Avenue South, Grand Forks, North Dakota.

6.11 Information on buried utilities in the site vicinities is available from the City of Grand Forks or the appropriate utility companies. The North Dakota One Call Excavation Notice System main office number for utility information is (701) 223-9380.

6.12 The Contractor should backfill any excavation units or other subsurface test holes dug during the field work.

6.13 For safety reasons, the Contractor must erect fencing or other barriers around any excavation units that have to be left unattended during the day or open overnight.

6.14 The Contractor must keep standard records that include excavation forms, photographs, plan maps, profiles of excavation units and features, distribution maps, tables, charts, and any other records made for the purposes of analysis and reporting.

6.15 If the Contractor uses a global positioning system (GPS) device to prepare site maps showing the location of excavation units, site features, etc., the Corps' preferred GPS data format is UTM (Projection), NAD 83 (Horizontal Datum), and Meters (Units).

6.16 If it becomes necessary in the performance of the work and services, the Contractor will, at no cost to the Government, secure the rights of ingress and egress on properties not owned or controlled by the Government. The Contractor will secure the consent of the owner, or the owner's representative or agent, in writing prior to effecting entry on such property. If requested, a letter of introduction signed by the District Engineer can be provided to explain the project purposes and request the cooperation of the landowners. Where a landowner denies permission for testing or excavation, the Contractor shall notify the Corps' Technical Representative.

6.17 All cultural artifacts located during the course of the field work belong to the respective property owners. Reasonable efforts will be made by the Contractor to convince property owners to donate the material for curation to a facility meeting the requirements of 36 CFR Part 79 (Curation of Federally-owned and Administered Archeological Collections), so that these artifacts are available to future researchers. The Contractor shall have property owners willing to donate items sign a release form or donation agreement indicating such. Property owners desiring to keep artifacts should have these returned to them after inventory, cleaning, analysis, and photography have been completed.

6.18 The Contractor is responsible for making all curatorial arrangements with the State Historical Society of North Dakota or another institution in North Dakota that meets the requirements of 36 CFR Part 79. The curation facility must be able to ensure the preservation of

the artifacts and associated records and have procedures for making them available for research and public viewing. Use of a particular curation facility is subject to the approval of the Corps' Technical Representative. The Contractor is responsible for processing the artifacts recovered under and associated records prepared as part of this contract for accessioning into the curation facility's collections and for delivering the processed artifacts and associated records to the facility.

6.19 The Contractor will be responsible for adhering to all State laws and procedures regarding the treatment and disposition of human skeletal remains. Any human remains encountered will be treated with respect and will not be placed on public display. No further activity shall be allowed in the area of the discovery until the consultation process with appropriate Indian tribes is complete.

7.00 GENERAL REPORT REQUIREMENTS

7.01 The Contractor will submit the following reports, described in this section and Section 8.00 to the Corps' Technical Representative for review:

a. Data Recovery Plan: This plan will be submitted to the Corps for review and approval. The Corps will submit the plan to State Historic Preservation Officer and any concerned Indian tribes and interested parties for review.

b. Monthly Progress Reports: These reports will be submitted in letter format, briefly describing the progress of the excavation, analysis, interpretation and report preparation and any potential problems that may be foreseen.

c. Field Notes: The Contractor's field notes will include legible copies of important notes and records kept during the investigation. Especially important are the daily field journal of the Principal Investigator or field director, excavation forms, plan and profile drawings, and the final map of excavations. One copy of these notes should be submitted to the Corps' Technical Representative with the draft contract report, but should not be bound into the report.

d. Draft Report: A draft report will be submitted to the Corps' Technical Representative, who will review it and forward it to the North Dakota State Historic Preservation Office and possibly other agencies for review. This review will be done to insure that project facts are complete and that the manuscript fulfills the intent of the Section 106 process. Comments will be returned to the Contractor, who will make the necessary revisions and submit the final contract report.

e. While the contents of the draft and final contract reports will be subject to the information inherent in the data, at a minimum, these reports should describe the results of the field work, a descriptive analysis of materials recovered from the site, and an interpretation of the site within the historical context of its period(s) of significance.

8.00 FORMAT SPECIFICATIONS

8.01 There are no format requirements for the field notes; however, they must be legible. If the original handwritten notes are illegible, they should be typed.

8.02 Formats for both the draft and final contract reports are as follows:

a. The Contractor will present information in whatever textual, tabular, or graphic forms are most effective for communicating it.

b. The draft and final reports will be divided into easily discernible chapters, with appropriate page separations and headings.

c. The final report text will be typed, single-spaced (the draft report should be space-and-one-half or double-spaced), on good quality bond paper, 8.5 inches by 11.0 inches, with 1.5-inch binding and bottom margins and 1-inch top and outer margins, and may be printed on both sides of the paper. All pages will be numbered consecutively, including plates, figures, tables, and appendices.

d. All illustrations must be clear, legible, self-explanatory, and of sufficiently high quality to be reproduced easily by standard xerographic equipment, and will have margins as defined above. All maps must be labeled with a caption/description, a north arrow, a scale bar, township and range, map size and dates, and map source (e.g., the USGS quad name or published source). All photographs or drawings should be clear, distinct prints or copies with captions and a bar scale.

9.00 MATERIALS PROVIDED

9.01 The Corps' Technical Representative will furnish the Contractor with access to any publications, records, maps, or photographs that are on file at the St. Paul District headquarters that are appropriate to the study being undertaken.

10.00 SUBMITTALS

10.01 The **field work completion date** for this project will be 145 days after the date of award or September 25, 2002, whichever is later. The Contractor will contact the Corps' Technical Representative at least 7 days before the field work begins to discuss the field work schedule and plans.

10.02 The Contractor will submit reports according to the following schedules:

a. Data Recovery Plan: Five copies of the Data Recovery Plan for site 32GF130 will be submitted within 14 days of contract award.

b. Monthly Progress Reports: One copy of the progress report shall be prepared and submitted to the Corps' Technical Representative on the first of every month.

c. Draft contract report: Eight (8) copies of the draft report will be submitted no later than 65 days after completion of the field work (NLT November 29, 2002). The draft contract report will be reviewed by the Corps of Engineers, the State Historic Preservation Office, and possibly other reviewers. The draft contract report will be submitted according to the report and contract specifications outlined in this scope of work.

d. Project field notes: One legible copy of all the project field notes will be submitted with the draft contract report.

e. Final contract report: The original and 15 copies of the final report will be submitted no later than 30 days after the Contractor receives the Corps of Engineers comments on the draft contract report (final report will be due on or before February 3, 2003). The final report will incorporate all the comments made on the draft report.

f. Curation documents: No later than six (6) months after the final contract report is submitted to the Corps, the Contractor will provide the Corps' Technical Representative with a copy of the signed curation agreement, copies of artifact inventory sheets with associated accession numbers, and a signed letter from the curation facility stating that all curation accession requirements have been satisfactorily completed (curation papers due on or before August 4, 2003). At this same time, the Contractor will also submit to the Corp's Technical Representative a signed and dated receipt from each landowner to whom artifacts recovered under this contract were returned.

11.00 CONDITIONS

11.01 Failure of the Contractor to fulfill the requirements of this scope-of-work will result in rejection of the Contractor's report and/or termination of the contract.

11.02 Neither the Contractor nor his representative shall release any sketch, photograph, report, or other materials of any nature obtained or prepared under this contract without specific written approval of the Corps' Technical Representative prior to the acceptance of the final report by the Government. Dissemination of excavation results through papers at professional meetings or publication in professional journals is encouraged. However, professional discretion should be used in releasing information on site locations where publication could result in damage to cultural resources.

11.03 All materials, documents, collections, notes, forms, maps, etc., that have been produced or acquired in any manner for use in the completion of this contract shall be made available to the Corps' Technical Representative upon request.

11.04 Principal investigators will be responsible for the validity of material presented in their reports. In the event of controversy or court challenge, the principal investigator(s) will be placed under separate contract to testify on behalf of the Government in support of the findings presented in their report.

12.00 METHOD OF PAYMENT

12.01 The Contractor may make requests for partial payment under this lump sum contract on a monthly basis or after completion of field work and after completion of the draft report. A letter summarizing work accomplished since the last invoice shall accompany the invoice, which shall reference the Corps' contract number. Ten (10) percent of the total contract award amount shall be retained until the final contract report is submitted to and approved by the Corps. Another ten (10) percent of the total contract award amount shall be retained until the Corps receives the curation documents specified in Section 10.02.f. above.