

July 17, 2015

TO: Board of Selectmen
FROM: Chuck Hodgkinson
SUBJECT: Squibnocket Beach Project – Archaeological Survey

This requests your approval to hire the Public Archaeology Laboratory (PAL) to perform the archaeological survey of the planned locations for the relocated Squibnocket Beach parking lot and the new skiff launch path to Squibnocket Pond. This work is required by the Massachusetts Historical Commission (MHC). PAL has done a great deal of work on island and has a good working relationship with the Wampanoag Tribe of Aquinnah.

The quote is up to \$9,431 which will be reimbursed to the Town through the Coastal Zone Management grant we received for this project. If you agree, your signature is required on page 4 of the attached agreement.

The MHC is issuing one permit to perform the work for the Town's portion of the project and the Squibnocket Farm homeowner's portion for the low causeway. This necessitated a quote from one supplier. We hope the cost will be lower than the quote because of realized economies of scale from surveying both projects at once.

We hope to perform the surveys in mid to late August.

Thank you.

A handwritten signature in cursive script that reads "Chuck".



PUBLIC ARCHAEOLOGY LABORATORY
- COST PROPOSAL -

PREPARED FOR **Town of Chilmark (c/o VLS)**
 DATE **June 22, 2015**
 PROJECT **Squibnocket Parking Lot & Skiff Launch**
 SERVICES **Intensive (locational) Survey**

PERSONNEL	TASK	HOURS	RATE	COST
Senior Project Manager	Coordination/Consultation	2	188.22	376
Principal Investigator	Coordination/Consultation	8	110.48	884
	Technical Report	8	110.48	884
Project Archaeologist	Research/Coordination	2	75.96	152
	Field Survey	24	75.96	1,823
	Technical Report	16	75.96	1,215
Archaeologist	Field Survey	24	50.64	1,215
Laboratory Manager	Laboratory Coordination	2	78.26	157
Laboratory Analyst	Data Entry/Cataloguing	4	57.54	230
Laboratory Assistant	Processing/ Curation	6	50.64	304
Technical Editor	Editing	2	82.86	166
Production Specialist	Typing/Formatting	6	73.65	442
GIS Specialist	Technical Graphics/Maps	2	73.65	147
CAD Specialist	Technical Graphics/Maps	4	69.05	276
TOTAL PERSONNEL COSTS		110		8,271

OTHER EXPENSES	DESCRIPTION	COST
Reproduction	Report Preparation, Copying, Graphics etc.	75
Communication	Postage	25
Expendable Supplies	Archival Paper, Bags etc.	25
Mileage	150 Miles @ \$	84
Travel Ferry	1 RdTrip @ \$	171
Per Diem Lodging	2 Nights @ \$	500
Per Diem Meals	4 Days @ \$	180
Curation	1 Boxes @ \$	100
TOTAL OTHER EXPENSES		1,160

TOTAL PAL COST PROPOSAL 9,431

** This quote is valid for 120 days from date listed above.*

16-Jul-15

**STANDARD FORM OF AGREEMENT
FOR
CULTURAL RESOURCE SERVICES**

THIS IS AN AGREEMENT made by and between:

TOWN OF CHILMARK
PO BOX 119
CHILMARK, MASSACHUSETTS 02535-0119

, hereafter referred to as the **CLIENT**

-AND-

THE PUBLIC ARCHAEOLOGY LABORATORY, INC.
26 Main Street
Pawtucket, Rhode Island 02860

, hereafter referred to as **PAL**

The AGREEMENT is for cultural resource services described in Section 2 in connection with the following project:

Intensive Archaeological Survey

(Service)

Squibnocket Parking Lot & Skiff Launch

(Project Area)

Chilmark, Massachusetts

(Town/City) *(State)*

16-Jul-15

SECTION 1 - GENERAL

PAL is the prime consultant for the project and is responsible for administering and coordinating all services, including those of PAL's subconsultants and subcontractors, involved in the cultural resource services for the project.

PAL is responsible for insuring that the documentation and results conform to all federal, state and local regulations and requirements that apply to this project.

PAL's communications with any other parties concerned with the project will be through or with the knowledge of the CLIENT.

SECTION 2 - SERVICES OF PAL

PAL will provide the services described in the scope of services for the project (see attached) in accordance with the terms and conditions of this AGREEMENT. PAL may also be required to fulfill terms and conditions specified in permits for archaeological investigations issued by State or Federal agencies. Copies of these permits will be provided to the CLIENT.

SECTION 3 - RESPONSIBILITIES OF THE CLIENT

The CLIENT will:

- 3.1. Provide PAL with access to all data and records under the CLIENT's control pertaining to these services. These could include, but not be limited to, plans, maps, photos, boring logs, soil tests, environmental studies, or other cultural resource studies.
- 3.2. Consult with PAL on any changes in the scope-of-work for the project as it pertains to the cultural resource services. For example, an increase or decrease in the amount of area to be developed would affect the scope of archaeological services.
- 3.3. Arrange permission for PAL to enter upon to survey or excavate on private or public property involved in the project.

SECTION 4 - PERIOD OF SERVICES

The period of service for this project is described in the project schedule section of the scope of services. However, all project schedules that include field investigations are subject to change due to unforeseen weather conditions (prolonged periods of sub-freezing temperatures or rain, heavy snowfall, very high heat and humidity, etc.) or other natural events (floods, forest fires, etc.).

If project schedules have to be revised, PAL will notify the CLIENT as soon as possible.

SECTION 5 - TERMS OF PAYMENTS

The terms of payments to PAL will be:

- 5.1. The CLIENT will be billed monthly for work completed to date on a time and materials basis.
- 5.2. All invoices are due immediately upon receipt. Any payments past thirty (30) days due will be charged an additional 1.5% per month interest (18% per annum).
- 5.3. If payments become sixty (60) days past due PAL will cease work on the project. Work will recommence when all payments have been brought up to date.
- 5.4. REVISIONS OR CORRECTIONS TO DRAFT REPORTS WILL BE DONE AT NO ADDITIONAL COST TO THE CLIENT ONE (1) TIME ONLY.
- 5.5. If PAL staff are required by the CLIENT to attend any additional meetings that were not agreed upon at the start of the project (i.e. public presentations) an additional fee of \$400.00 per meeting will be charged.
- 5.6. The cost breakdown included with this agreement totaling \$ 9,431.00 is the not-to-exceed fee of this contract for the services described in the attached scope (exclusive of costs listed in Section 5.5).

SECTION 6 - GENERAL PROVISIONS

- 6.1. This AGREEMENT can be terminated by either party upon ten (10) business days' written notification to the other party in the event of substantial failure by either party to perform in accordance with this AGREEMENT through no fault of the other party. In any case, PAL will be paid for all services rendered until termination of the contract.
- 6.2. Every reasonable effort will be made to resolve disputes by consultation between the CLIENT and PAL.
- 6.3. Records of PAL's costs and expenses for this project will be kept on the basis of a generally accepted accounting method. Records of the cultural resource investigations will be kept in a manner consistent with professional standards as outlined by the Advisory Council on Historic Preservation.
- 6.4. PAL will obtain and maintain the forms of insurance necessary to perform this project. Special insurance coverage that may be required for the project will be charged as a part of the project's costs. Through these forms of insurance, PAL will indemnify and save harmless the CLIENT and their agents and employees from and against any claim, demand or cause of action of every name or nature arising out of error, omission or negligent act of PAL, its agents or employees in the performance of the services under this AGREEMENT.

16-Jul-15

- 6.5. PAL will not delegate its duties under this AGREEMENT without written consent of the CLIENT. If this delegation is specified in the scope of services (attached), this AGREEMENT will serve as written consent by the CLIENT.
- 6.6. The controlling law of the AGREEMENT will be the principal place of business of PAL for the project.
- 6.7. This document, including the scope of services and cost breakdown referenced and attached, constitutes the entire AGREEMENT between the CLIENT and PAL. There are no conditions, agreements of representations between parties except those expressed herein. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- 6.8. This AGREEMENT may be revised or amended or repealed only by a duly executed written instrument. Minor changes to the AGREEMENT may be made on this document if initialed by representatives of both parties.

SECTION 7 - SPECIAL PROVISIONS

- 7.1. Ownership of artifacts and records involved with this project will be determined by the law of the place where the project is located. PAL will serve as the temporary repository for the artifacts and records until directed in writing to deliver them to another authorized repository. Any costs associated with storage, packing, shipping or insuring the artifacts and records which are not specified in this AGREEMENT or in the cost breakdown will be an extra charge to the CLIENT.
- 7.2. Upon submission of the final report(s) or project termination, PAL will have the right to copyright, license, publish or otherwise disseminate data and results of this project. PAL agrees to recognize the CLIENT's involvement in the project.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

For **PAL**

For the **CLIENT**

Deborah Cox 07-16-2015
 (Signature) (Date)

 (Signature) (Date)

Deborah C. Cox President
 (Name) (Title)

 (Name) (Title)



Scope of Services
Squibnocket Parking Lot and Skiff
Launch
Town of Chilmark
Chilmark, Massachusetts

*Intensive (locational) Archaeological
Survey and Consultation*

Submitted to:

June 22, 2015

Town of Chilmark
c/o Vineyard Land Surveying, Inc.
P.O. Box 421
West Tisbury, Massachusetts 02575

In response to a request from Vineyard Land Surveying, Inc. (VLS) on behalf of the Town of Chilmark, PAL is pleased to submit the following scope of services for archaeological studies as part of a proposed project along Squibnocket Road and beach in Chilmark, Massachusetts. The proposed construction of an elevated causeway connecting Squibnocket Road with Money Hill is being proposed by a separate proponent. The Town's portion of the project will include the construction of a new parking lot partially within the footprint of the existing roadway, and the removal of the existing parking area and stone beach revetments, and associated grading and infrastructure improvements. Current access to the Squibnocket Farms subdivision is through a sand and gravel parking lot that is subject to overtopping and ongoing erosion. The proposed project is designed to provide a new access route across a low spot between Squibnocket Road and Money Hill and a new parking area for the town beach.

This scope of services outlines the tasks that will be undertaken as part of the intensive (locational) archaeological survey and consultation for the Town of Chilmark Parking Lot component of the Squibnocket Viaduct project. **Any additional cultural resource management services associated with other elements of the overall project are considered outside this scope of work.**

Task 1: Consultation and Coordination

Lead project personnel will coordinate all tasks with the project proponent. As directed by the Town of Chilmark and/or VLS, PAL will consult with the Martha's Vineyard Commission (MVC), Massachusetts Historical Commission (MHC), Wampanoag Tribe of Gay Head/Aquinnah Tribal Historic Preservation Office (WTGH/A THPO) and/or any other groups who may have permitting and/or regulatory oversight of the project, or who have been identified as interested parties. PAL staff will also coordinate project tasks, as directed by the Town, with the Viaduct project team.

If any federal permits and/or funding are anticipated, such permits and/or funding would require consultation with the federally-recognized Wampanoag Tribe of Gay Head (Aquinnah) Tribal

Historic Preservation Office (WTGH/A THPO). Based on PAL's previous experience with the Town of Chilmark and the MHC, consultation with the WTGH/A THPO is likely to be requested. PAL recommends that the THPO be consulted early in the project planning stages regardless of the potential need for federal permits for any information about any unrecorded archaeological resources in the general project area.

For purposes of this proposal PAL assumes that staff will not be required to attend and/or present information at any public meeting before the Chilmark Conservation Commission, MVC or other local review bodies. If meeting attendance is requested, an additional cost proposal will be necessary.

Task 2: Inventory File and Regulatory Review

PAL will conduct a review of the MHC Inventory of the Historic and Archaeological Assets of the Commonwealth (MHC Inventory) files to identify previously recorded cultural resources within the Town project's area of potential effect (APE). The file review will include both archaeological resources and historic above-ground resources that are listed or evaluated as eligible for listing in the State or National Registers of Historic Places and surveyed properties that have not been evaluated for registration. Cultural resource management (CRM) reports and town histories and historic maps salient to the project study area will be consulted. Copies of pertinent documentation for resources identified will be obtained.

PAL will also review relevant regulations, including regulatory requirements for the Town of Chilmark and the Martha's Vineyard Commission in order to identify cultural resource permitting and review requirements for the current project. PAL staff will also review the 1992 Cape Cod Company Squibnocket Ridge *Declaration of Protective Covenants*, which include provisions for the identification and management of archaeological resources.

Task 4: Intensive (locational) Survey Proposal and State Archaeologist's Permit Application

Following the inventory file review PAL will prepare an archaeological permit application and intensive survey technical proposal for review by the proponent and the MHC. The permit application will describe the survey methodology, list expected archaeological resources, and provide a schedule for completion of all project activities. A copy of the technical proposal will be forwarded to the Wampanoag Tribe of Gay Head Aquinnah Tribal Historic Preservation Office (WTGH/A THPO).

The technical proposal will describe the survey methodology, list expected archaeological resources, and provide a schedule for completion of all project activities. The proposal will also include the findings of the file and regulatory reviews and contain a map and accompanying table of previously recorded archaeological sites and historic above-ground resources identified within the project APE. The table will specify whether the archaeological sites and the above-ground historic properties are listed or have been evaluated as eligible for listing in the State or National Registers. Maps will include the identified cultural resources and the areas of moderate and/or high archaeological sensitivity that will be targeted for intensive survey testing.



For purposes of this proposal, PAL assumes that the proponent will prepare and submit a Project Notification Form (PNF) to the MHC. The PNF must be submitted before or at the same time as PAL's permit application.

Task 5: Archaeological Fieldwork

Once the MHC permit is received, PAL staff will conduct a walkover survey to examine and document the current physical condition of the project area, to assess the integrity of the ground surface, and to collect data about current environmental settings. Information on existing conditions will be noted on scaled project plans and with digital photography.

Any surface indications of archaeological sites will also be recorded during the walkover survey. While pre-contact sites in New England are most often found belowground, artifact scatters are sometimes exposed on the surface through cultural agents such as pedestrian and vehicular traffic, and natural processes such as erosion. Post-contact archaeological site types that might be visible include stone foundations, stone walls, and trash deposits.

Information collected during the archival research and walkover survey will be used to assess the archaeological sensitivity of the project area. PAL's predictive model considers various criteria to rank the potential for the project area to contain archaeological sites. The criteria are proximity of recorded and documented sites, local land use history, environmental data, and existing conditions. The project area will be stratified into zones of high, moderate and low archaeological sensitivity which will be depicted on scaled project maps. The archaeological sensitivity assessment will be used to make recommendations regarding the scope of additional archaeological investigations and to help develop an intensive (locational) archaeological survey proposal.

Field investigations will involve hand excavation of approximately 15, 50-x-50 centimeter test pits placed within archaeologically sensitive portions of the Town parking lot project area.

The hand testing will be used to locate and identify any potentially important belowground archaeological deposits associated with previously unknown cultural deposits. It will also provide information relating to the belowground soil stratigraphy to assist in the identification of intact/natural versus previously disturbed and/or excavated soils. The fieldwork will also include recordation and documentation of any aboveground features within the project area.

For purposes of this proposal, PAL assumes that intensive survey testing will only be completed within the proposed Town parking lot portion of the project area. Any additional ground disturbance proposed as part of future construction and/or project planning that requires archaeological testing will be considered outside the scope of the current project.

Task 6: Laboratory Processing and Analyses

All artifacts recovered from the project area during the field investigations will be returned to the PAL facility for laboratory processing and analyses. These activities will include cleaning, identification, and cataloging of recovered cultural materials; as well as preliminary analyses of spatial distributions of artifacts; and map and graphics production.



Task 7: Summary Report

On completion of fieldwork, PAL will prepare a summary report that presents the results of the archaeological investigations, describes deposits that were identified, and includes recommendations regarding the significance of any identified deposits and the need for additional work and consultation. The summary report will follow the guidelines established by the National Park Service in the Recovery of Scientific, Prehistoric, Historic, and Archaeological Data (36 CFR Part 66, Appendix A) and the MHC. Draft copies of the report will be submitted to the proponent for review prior to submittal to the MHC. If necessary, archaeological site forms will be completed and submitted to MHC.

Schedule

PAL is prepared to initiate the project and complete the file and regulatory review upon receipt of a notice-to-proceed from the proponent. The PNF and intensive survey permit application should be submitted before or at the same time that the Wetlands Protection Act and Local Notice of Intent are filed. The MHC has 60 days to review and issue a permit, however, it is unlikely that the review will take longer than 30 days.

The intensive survey testing will take three days to complete and can begin with two weeks of receipt of the MHC permit. The draft summary report can be submitted within 30 days of completion of fieldwork and laboratory processing.

Personnel

The PAL project team will be led by Deborah C. Cox, Senior Project Manager and Holly Herbster, Principal Investigator. Ms. Cox and Ms. Herbster are Registered Professional Archaeologists with a combined total of more than 50 years of experience in New England cultural resource management. Ms. Herbster has directed intensive survey through data-recovery level investigations on more than 80 projects on the island of Martha's Vineyard, ranging from reconnaissance surveys to the delineation and relocation of human burials. She has consulted with town officials, presented findings and recommendations to the Martha's Vineyard Commission, and collaborated extensively with the Wampanoag Tribe of Gay Head/Aquinnah Tribal Historic Preservation Office. Since 1992, Ms. Herbster has overseen archaeological investigations at Squibnocket Ridge, including an initial survey of the Squibnocket Associates proposed subdivision and archaeological investigations at 13 individual lots.

Ms. Cox and Ms. Herbster meet the qualifications set by the National Park Service (36 CFR Part 66, Appendix C) for their positions.

Cost



A cost proposal is attached.

