

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**On-Call Archaeological Services**

**THIS AGREEMENT** is executed this 12 day of October, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and BASIN RESEARCH ASSOCIATES, INC., (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

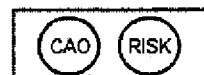
**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: on-call archaeological services, as further described in the City's Request for Proposals ("RFP") dated May 12, 2016 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated June 9, 2016, attached hereto as Exhibit "B". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

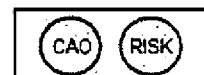


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total annual amount not-to-exceed Five Hundred Thousand Dollars (\$500,000.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

T00020-CA (v. 2.4 - 0708/2015)



- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

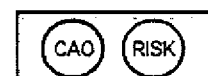
Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as

T00020-CA (v. 2.4 – 0708/2015)



set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

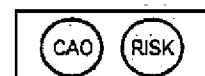
- A. **Term.** The work under this Agreement shall commence upon the effective date of the Master Notice to Proceed, and shall be for a term of two (2) years, with the option to extend for an additional two (2) one-year terms unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule. The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### **4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "D".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "D" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
  - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
  - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of

T00020-CA (v. 2.4 – 0708/2015)



anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

**E. Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

**5. REPRESENTATIVES AND COMMUNICATIONS**

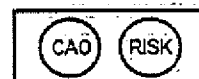
- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Steve Wittry, P.E.  
Title: City Engineer  
Address: 580 Pacific Street, Room 7, Monterey, CA 93940  
Telephone: (831) 646-3921  
Email: wittry@monterey.org

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Colin I. Busby, Ph. D.  
Title: Project Manager  
Address: 1933 Davis St., Ste. 210, San Leandro, CA 94577

T00020-CA (v. 2.4 - 0708/2015)



Telephone: (510) 430-8441 x 202

Email: colinbusby@basinresearch.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

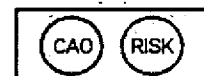
Consultant hereby agrees to the following Indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence,

T00020-CA (v. 2.4 – 0708/2015)



recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

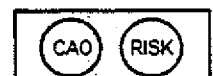
Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.

- iii. The general liability and auto policies shall:

- 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage

T00020-CA (v. 2.4 - 0708/2015)

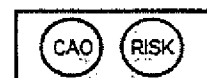




can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
  3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

T00020-CA (v. 2.4 - 0708/2015)



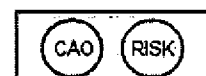
## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

T00020-CA (v. 2.4 - 0708/2015)



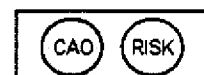
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

T00020-CA (v. 2.4 – 0708/2015)



- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the

Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

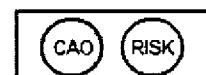
### 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be

T00020-CA (v. 2.4 - 0708/2015)



issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
  - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
  - iv. Fails to observe or comply with the City's reasonable instructions;
  - v. Breaches the Conflict of Interest provisions of this Agreement; or
  - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
  - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
    1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
    2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
  - iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

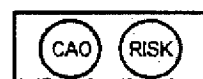
## 15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be


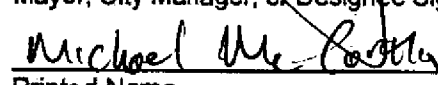
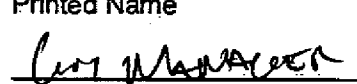





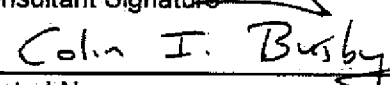
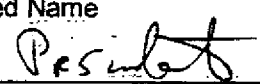
defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

  
\_\_\_\_\_  
Mayor, City Manager, or Designee Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

CONSULTANT

  
\_\_\_\_\_  
Consultant Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title



Basin Research Associates, Inc.


Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Key Employees and Subconsultants

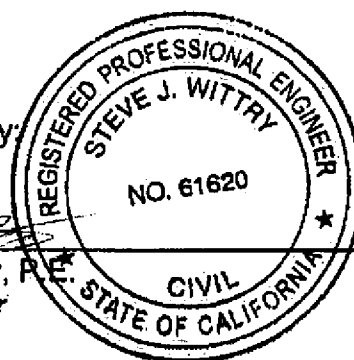


**REQUEST FOR PROPOSAL  
TO PROVIDE ON-CALL ARCHAEOLOGICAL SERVICES  
FOR THE CITY OF MONTEREY**

**May 12, 2016**

Approved By:

  
Steve Wittry, P.E.  
City Engineer



# REQUEST FOR PROPOSAL TO PROVIDE ON-CALL ARCHAEOLOGICAL SERVICES

## Table of Contents

1. INTRODUCTION AND BACKGROUND .....	1
2. PROJECT DESCRIPTION.....	1
3. TERMS OF WORK .....	1
4. SCOPE OF WORK .....	2
5. MINIMUM PROPOSAL CONTENT.....	2
A. Cover Letter.....	2
B. Technical Proposal.....	2
C. Fee Schedule .....	3
6. SUBMITTAL REQUIREMENTS.....	3
A. Proposals .....	3
B. Due Date/Time .....	3
7. PROCEDURES AND EVALUATION OF PROPOSALS.....	3
A. Evaluation Criteria.....	3
B. Procedures.....	5
C. Schedule .....	5
8. POINT OF CONTACT.....	6
9. GENERAL INFORMATION.....	6
10. ADDITIONAL INFORMATION .....	6
<b>ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT .....</b>	<b>7</b>

## REQUEST FOR PROPOSAL TO PROVIDE ON-CALL ARCHAEOLOGICAL CONSULTING SERVICES

### 1. INTRODUCTION AND BACKGROUND

The City of Monterey is one of the most historic cities in the United States. Archaeological sites within the City represent Monterey's cultural history from the earliest evidence of Native American habitation to the remnants of early 20th century residential neighborhoods, industries, commerce, transportation networks and military installations. In some cases, archaeological sites have yielded a record of numerous historic periods and events. For example, at the Presidio of Monterey, archaeological excavation has unearthed a unique record of Native American settlements extending back more than 3,000 years, overlain by military fortifications dating from the Spanish, Mexican and American periods. Archaeological sites are among the most inconspicuous of Monterey's historic resources, covered by city streets and buildings or revealed only in small patches of undeveloped space in gardens, parks and neighborhood backyards. Beneath the present landscape are remains of Spanish adobes, Chinese stores, military camps, old roadways and back alleys, and the pits that once contained common refuse but now yield the artifacts that archaeologists rely on to recreate the unwritten history of Monterey.

The City of Monterey (City) is seeking comprehensive proposals for professional services from qualified firms to work on an "on-call" basis for archaeological services. The City may award multiple contracts to qualified firms, each for an initial two year contract term with two one-year options to extend. Projects may be located in the City of Monterey, Presidio of Monterey, Ord Military Community, Naval Post Graduate School, or Camp Roberts. This solicitation is not intended to create an exclusive service agreement and there will be no guaranteed minimum amount of work per contract.

### 2. PROJECT DESCRIPTION

The services required are to provide a full suite of archaeological services, which will be used in connection with various capital (local, state and/or federal) projects within the City. Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, wharves, beaches, buildings and grounds.

### 3. TERMS OF WORK

- A. The City of Monterey's standard Professional Services Agreement (Agreement), attached hereto as Attachment A, includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work.
- B. The term of the Agreement will be for an initial two (2) year period and will include options for two (2) one year extensions. The total term of this Agreement will not exceed four (4) years.

- C. The aggregate not-to-exceed fee for all tasks provided during the initial 2-year term of the Agreement shall be \$1,000,000. Subsequent annual extensions of the Agreement will provide additional funding of \$500,000 per year, with a total maximum 4-year contract not-to-exceed amount of \$2,000,000.
- D. The City will identify tasks and ask the Consultant to prepare a task proposal which, at minimum, will include: scope of work, not-to-exceed fee and schedule. A Notice to Proceed will be issued for each task under this Agreement.
- E. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with all rights of ownership including reproduction of the same.

#### 4. SCOPE OF WORK

Basic services shall be to provide archaeological services for the City. Each task will be based upon an agreed upon scope, schedule and fee. An individual task order will be created under this master agreement for the completion of each task.

In general, work may consist of activities or programs to preserve and maintain archaeological resources that potentially could be impacted by the implementation of capital projects. Depending upon the particular task, the consultant(s) will be required to coordinate closely with (or as an extension of) design staff, environmental staff and/or construction staff to ensure protection of resources.

The consultant(s) will also be expected to coordinate with various State, Federal and Tribal agencies to achieve appropriate permitting (If possible- the City recognizes that in some instances, the potential impact to the historical resources may outweigh the benefits of a particular project)

#### 5. MINIMUM PROPOSAL CONTENT

Firms wishing to be considered for this agreement should submit, at a minimum, the following (not to exceed 25 pages).

##### A. Cover Letter

Provide a brief synopsis of the firm and project team. Identify the Project Manager, including contact information, for this Request for Proposals.

##### B. Technical Proposal

1. Relevant public agency experience, both of the firm and the personnel assigned to this project- Include resumes of key personnel.
2. Examples of four (4) specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
3. A list of sub-consultants to be used, if any, and their expertise as called for in relation to the Scope of Services.

4. A brief outline of the firm's current workload, staffing and ability to provide timely deliverables. If applicable, identify the primary office from which work will be produced.

C. Fee Schedule

Provide the fee schedules for your firm and any proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Technician, etc.); and fees for applicable direct costs (mileage, blueprint, reproduction, etc.). No 'mark-up' will be allowed for direct costs. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

6. SUBMITTAL REQUIREMENTS

A. Proposals

Five (5) originals and one electronic copy of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Two (2) copies of the fee schedules must be in a separate sealed envelope or package, clearly marked as the "Fee Schedule" for this solicitation, with the name of the firm and due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office until 4:00 p.m., Thursday, June 9, 2016. Submit to:

Steve Wittry, P.E.  
City Engineer  
City of Monterey Engineering  
580 Pacific Street, Room #7  
Monterey, CA 93940

7. PROCEDURES AND EVALUATION OF PROPOSALS

The City will select firms based on qualifications, related experience, recommended project approach, availability and practical applications which best accomplish the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

An evaluation committee will review and evaluate technical proposals against the following criteria.

Consultants should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be

cause for rejection. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

The selection criteria and the importance of each are included below:

Criteria	Scoring
<b>Responsive Proposal</b>	<b>Indicate Pass/Fail</b>
Cover letter, including firm and responsible charge contact information	
Signed proposal and acknowledgement of addenda (if applicable)	
General firm information, including identification of any sub-consultants	
Project experience information	
Organizational chart of proposed team	
Resumes of key personnel for this proposal	
Staff has appropriate licenses, registrations and certifications to provide services listed in Scope of Work	
Fee schedule-submitted in a separate sealed envelope	
<b>Any item marked "Fail" will cause the proposal to be deemed non-responsive.</b>	
<b>Proposed Team Qualifications and Resumes</b>	<b>Points 0-10</b>
Organizational chart of proposed team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical experience to provide archaeological services as typically relevant to a municipal agency	
<b>Sub Total Possible Points – 20</b>	
<b>Project Experience</b>	<b>Points 0-10</b>
Project 1: Description indicates: (1) Previous experience with governmental/institutional projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
Project 2: Description indicates: (1) Previous experience with governmental/institutional projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
Project 3: Description indicates: (1) Previous experience with governmental/institutional projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
Project 4: Description indicates: (1) Previous experience with governmental/institutional projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
<b>Sub Total Possible Points – 40</b>	
<b>Project Specific Components</b>	<b>Points 0-5</b>
Management Approach- Quality Control/ Quality Assurance of Work Products (1 page limit)	

Describe approach, steps and methods used by the firm to ensure quality control of documents and products. Describe steps taken to ensure tasks are completed with minimum City review.	
<b>Management Approach – Task Schedule Management (1 page limit):</b>	
Describes schedule management approach to ensure timely submittal of task proposals and methods that will be used to ensure work is completed in a timely fashion	
<b>Management Approach – Cost Management (1 page limit)</b>	
Describes firm's process for cost management, methods for tracking costs, and methods used to recover budget/estimated cost overrun	
<b>Sub Total Possible Points – 15</b>	
<b>Local and Team Experience</b>	<b>Points 0-5</b>
Describes relevant experience working in the Monterey Peninsula	
<b>Sub Total Possible Points – 5</b>	
<b>Total Possible Points-80</b>	

#### B. Procedures

All proposals that are deemed responsive based on the Evaluation Criteria will be scored and ranked based upon total points received. At the City's discretion, the most highly qualified firms may be used to establish a "short list" of finalists.

1. Should the City elect to establish a "short list", firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions.
2. Upon the completion of the rankings, to determine a fair and reasonable price, the sealed fee schedules of all the responsive proposers will be opened, and fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
3. The City reserves the right to enter into agreements with multiple firms as a result of this solicitation
4. The City reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel the project at any point and pay the consultant only for costs incurred to that point and for work completed which is usable as determined by the City.

#### C. Schedule

The anticipated schedule for this solicitation is as follows:



Release of RFP	May 13, 2016
Receipt of Proposals	June 9, 2016
Review, rate proposals & negotiate fee schedule	June 9 – 15, 2016
City Council Award	July 5, 2016
Consultant signature and documentation	July 6 – July 14, 2016

8. POINT OF CONTACT

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific Street, Rm. 7, Monterey, CA 93940 at (831) 646-3921 or via email: [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org).

Primary point of contact: Jeff Krebs, P.E., QSD, Principal Engineer.

9. GENERAL INFORMATION

The Notice to Proceed for the Master Agreement will be mutually agreed upon based on the date of the Agreement execution. The negotiated fee schedule shall remain in effect throughout the duration of the Agreement.

The aggregate not-to-exceed fee for all tasks provided during the term of the Agreement shall be \$500,000 annually (\$1,000,000 for the initial 2 year term). Subsequent extensions of the Agreement will provide an additional annual funding limit of \$500,000. The total Agreement shall not exceed \$2,000,000.

There is no guaranteed minimum amount of work that may be assigned under the Agreement. The proposer agrees that the offer to perform work at the various rates set forth in the proposer's fee schedule will remain in effect for all on-call tasks issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first.

Proposers should review the attached Professional Services Master Agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required in the Professional Services Agreement, Attachment A. City reserves the right to reject any proposer as non-responsive based on failure or inability to meet the terms and conditions in the form Agreement.

10. ADDITIONAL INFORMATION

The proposer is strongly encouraged to review the City website, [www.monterey.org](http://www.monterey.org), to view current projects and programs within the City.

**ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**[Name of the Project] Project**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
  - viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and

the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall

immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
  - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
  - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

**E. Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

**5. REPRESENTATIVES AND COMMUNICATIONS**

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

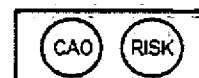
Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. **Commercial General Liability Insurance** including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.





- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.

- iii. The general liability and auto policies shall:

- 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.

- 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

- 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be

performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or



responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

## 13. DISPUTE RESOLUTION

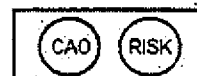
- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a

mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.

- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

#### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
  - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
  - iv. Fails to observe or comply with the City's reasonable instructions;
  - v. Breaches the Conflict of Interest provisions of this Agreement; or
  - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.



- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

## 15. LEGAL ACTION / VENUE

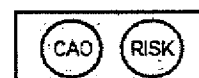
- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the

party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.





- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

\_\_\_\_\_  
Mayor, City Manager, or Designee Signature

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant Legal Company Name

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors



**RESPONSE  
REQUEST FOR PROPOSAL  
FOR  
CITY OF MONTEREY ENGINEERING  
PROVIDE ON-CALL ARCHAEOLOGICAL SERVICES  
FOR THE CITY OF MONTEREY**

Mr. Steve Wittry, P.E.  
City Engineer  
**City of Monterey Engineering**  
580 Pacific Street, Room #7  
Monterey, CA 93940

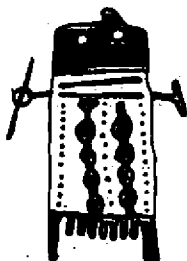
DUE 4:00 P.M. Pacific  
Thursday, June 9, 2016

**BY**

**BASIN RESEARCH ASSOCIATES, INC.**  
**1933 Davis Street, STE 210**  
**San Leandro, CA 94577**



**June 8, 2016**



8 June, 2016

# **BASIN**

## **RESEARCH ASSOCIATES**

1933 DAVIS STREET  
SUITE 210  
SAN LEANDRO, CA 94577  
VOICE (510) 430-8441  
FAX (510) 430-8443

Mr. Steve Wittry, P.E.  
City Engineer  
**City of Monterey Engineering**  
580 Pacific Street, Room #7  
Monterey, CA 93940

RE: Request for Proposal to Provide On-Call Archaeological Services for the  
City of Monterey, dated May 12, 2016

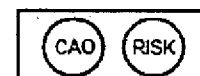
Dear Mr. Wittry,

Please find enclosed Basin Research Associates (BASIN) response to the *Request for Proposal to Provide On-Call Archaeological Services for the City of Monterey* dated May 12, 2016. BASIN is a Central California Area firm and a California Small Business Enterprise. While the request for services is focused on archaeology, BASIN has included Mr. Ward Hill, M.A. (Consulting Architectural Historian) and Dr. Marjorie Dobkin (Historian) to provide any expertise that may be required for built environment and historic components associated with archaeological resources. The co-occurrence of prehistoric and historic archaeological resources is common within the City of Monterey and the inclusion of these specialists adds to the team.

BASIN has been providing cultural resource services in central and northern California for the past 35 years. Our professional staff has wide-ranging experience with both prehistoric and historic archaeological resources. Mr. Hill has 28 plus years of expertise in identifying and evaluating the built environment. Dr. Dobkin has provided historical contexts and oral history expertise for many public agencies and is listed with the County of Monterey as a qualified historian. All of the team members have successfully collaborated on previous projects over the past 25 years and share a common knowledge of local agency requirements and the need for cost-effective, high quality and timely professional services.

The team brings valuable and long-term cultural resources management experience to potential City projects. All team members meet the requirements of the Secretary of the Interior for their respective disciplines.

The Principal-in-Charge, Dr. Colin I. Busby, has been involved with cultural resources management for over 35 years in the private sector. He has an intimate familiarity with national and state historic preservation regulations including the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). In addition, Dr. Busby is very familiar with the Section 106 and 110 requirements of the National



Historic Preservation Act (NHPA) and its application by Caltrans, the FHWA and the U.S. Army Corps of Engineers. Furthermore, Dr. Busby has worked with many of the federal and state regulatory agencies (USCE, CPUC, CEC, etc.) who are often involved with cultural resources review and has an excellent working knowledge of their policies and best management practices concerning cultural resources.

Dr. Donna Garaventa, Senior Research Scientist and Associated Project Manager, is a long-term BASIN employee with a focus on prehistoric and historic research as well as expertise in historic material culture. She also is familiar with federal and state historic preservation regulations.

Mr. Christopher Canzonieri (M.A) is both an archaeologist and physical anthropologist. He is also our Native American coordinator and has experience with consultation as well with the recovery and analysis of Native American burials in Central California. Mr. Canzonieri is BASIN's Lead Archaeologist and is responsible for all field operations.

Mr. Ward Hill, consulting architectural historian, and Dr. Marjorie Dobkin, historian, share BASIN's philosophy and client oriented approach. Both have been active in architectural history and historic studies for over 25 years specializing in preparing historic architecture assessments and historic contexts for environmental compliance documents. Both specialists have completed numerous reports for both private and public agencies to meet both federal and state compliance requirements and have successfully teamed with BASIN on past projects requiring a multi-disciplinary team to treat the cultural environment.

The project team is confident that it can meet the archaeological resources requirements of the City. This level of expertise is the result of the completion of numerous cultural resources studies including initial reports, field inventory surveys, sensitivity and significance evaluations, mitigation programs, specific plan cultural and paleontological resources elements, and architectural and bridge evaluations among other studies. All work has been completed for agency review to satisfy local as well as CEQA and/or NEPA requirements including specific requirements of the United States Army Corps of Engineers and Caltrans.

Experience in the City and County includes various cultural assessment studies within the former Fort Ord Reuse Authority; archaeological monitoring and literature reviews for cell tower placements in both the City and County; archaeological assessments, testing and data recovery programs in Carmel-by-the-Sea; cultural resources assessment and inventories for various water pipelines passing through the City; bridge seismic retrofits to meet Caltrans requirements for the County; bike and trail studies; and, recently the review and assessment of 35 improvements within the City for the Engineering Division through Denise Duffy & Associates. The improvements included ADA projects, manhole and storm drain catch basin installations, minor storm drain repairs, catch basin upgrades, minor street realignments for pedestrian safety, and installation of radar speed signs. All of the projects were completed to meet a time-constrained schedule and within budget.

One significant project within the City currently in progress for the Planning Department is the research and development of a GIS-based archaeological sensitivity map for prehistoric resources to allow a measured response to environmental compliance requirements for archaeological resources. Work is progressing on developing the parameters and protocols to

expedite archaeological compliance studies based on the three sensitivity zones defined for the City.

BASIN also has many years of experience in Native American consultation for environmental studies and is familiar with compliance requirement including the implementation of AB 52. In addition, BASIN has worked with Native American Most Likely Descendants and other tribal members in the recovery of Native American burials. Mr. Canzonieri, our Native American coordinator, is well known to many of the tribal groups and individuals.

In closing, I believe that the BASIN team can successfully provide any of the cultural resource services that the City may require. We have an excellent track record for the past 35 years working with both public agencies and private parties. The services required by the City are similar to those we have completed for an on-call contract with the Alameda County Public Works Department over the past 15 years. We would very much like to be considered as a City partner for future on-call archaeological studies.

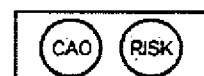
If I can provide any additional information please don't hesitate to contact me at (510) 430-8441 x202 or via email ([colinbusby@basinresearch.com](mailto:colinbusby@basinresearch.com)). Please note that as President of BASIN I will be involved in any negotiations and will sign any contractual documents that will bind the firm to any future contracts and/or task orders.

Sincerely,  
BASIN RESEARCH ASSOCIATES, INC.

Colin I. Busby, Ph.D., RPA  
President

CIB/d

Enclosures – Proposal – 5 Original copies, 1 CD, 2 Copies Fee Schedule  
Via FedEx



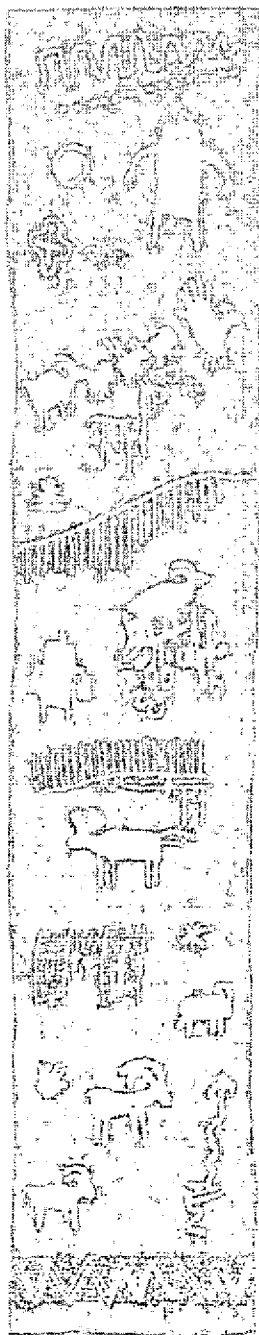
**TAB A**  
**INTRODUCTION TO**  
**BASIN RESEARCH ASSOCIATES, INC.**

**DESCRIPTION OF QUALIFICATIONS**  
**STAFF AND SUBCONSULTANTS**  
**PROJECT ORGANIZATION AND MANAGEMENT APPROACH**  
**(WITH ORGANIZATION CHART)**  
**BUDGETING AND COST CONTROL**  
**QUALITY CONTROL**



# DESCRIPTION OF QUALIFICATIONS

## BASIN RESEARCH ASSOCIATES, INC.



### ARCHAEOLOGICAL AND HISTORIC PRESERVATION QUALIFICATIONS

**BASIN RESEARCH ASSOCIATES, INC.** was founded in 1977 to provide cultural resources research and management expertise to government, industry and individuals throughout northern and central California and western Nevada. We assist our clients in complying with the regulatory requirements of the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and the California Environmental Quality Act (CEQA) as well as agency-specific regulations and local requirements.

BASIN's staff of CRM professionals and support personnel has the regulatory, statutory and practical experience as well as the scientific knowledge necessary to guide our clients in making project development and management decisions. Staff is supplemented by our long-term working relationships with architectural historians, soil scientists, paleontologists, and other discipline specialists responsive to the varied needs of cultural resources projects.

BASIN's "lessons-learned" from past CRM projects and the experience and quality of both its senior and mid-level personnel have allowed the firm to develop a reputation of providing compliance services consistent with the mandates to protect and preserve cultural resources while remaining sensitive to client needs and regulatory requirements. A large portion of our business is from long-term clients who value BASIN's reputation for providing experienced, professional, cost-conscious and timely cultural resources guidance for their project needs. BASIN is a certified California small business, is 50% woman owned and is a member of the *American Cultural Resources Association* as well as other professional groups.

#### Services include:

- Prehistoric/Historic Archival Records Searches, Literature Reviews, Field Inventories and Impact Assessments
- Prehistoric/Historic Site Testing and Data Recovery Projects
- Native American Consultation
- Regulatory Analyses - NEPA/CEQA
- Section 106 Compliance Programs
- Cultural Resources/Historic Property Management and Mitigation Plans (Development, Implementation and Compliance Monitoring)
- Built Environment including Historic Architecture and Historic Bridge Evaluations
- Mitigation Monitoring Programs
- Peer Review including EIR/EIS Evaluation and Review
- Expert Testimony for State and Federal Administrative Proceedings

#### FIRM DATA

Basin Research Associates, Inc.  
1933 Davis Street, Suite 210  
San Leandro, CA 94577

(510) 430-8441 (510) 430-8443 (FAX),  
[BASINRES@sprintmail.com](mailto:BASINRES@sprintmail.com)  
[www.basinresearch.com](http://www.basinresearch.com)

Dr. Colin I. Busby, RPA, President  
Ms. Melody E. Tannam, Vice President



## STAFF AND SUBCONSULTANTS

(Resumes Attached)

### COLIN I. BUSBY

(Ph.D., Anthropology, University of California, Berkeley, 34 years with firm)

Dr. Busby has 38 years cultural resources management experience involved with all aspects of cultural resource assessment and NEPA and CEQA regulatory compliance. Experience includes the design, direction and execution of the cultural resource components of EISs, EIRs, EAs and other investigations for federal, state and municipal governments, private industry, land developers, the military and the scientific community in the western United States. Specialties include program management, contract and financial administration, client, discipline specialist, Native American and general public liaison, editing and report production, regulatory agency coordination, research design formulation, Section 106 compliance and field project implementation and direction. He is certified by the Register of Professional Archaeologists (RPA) and is either a Fellow or member of 18 scientific societies.

Dr. Busby has either acted as the Principal or co-Principal Investigator/Project Manager for over 600 cultural resource assessments, mitigation programs and regulatory compliance programs associated with land development, water resources and wastewater management, energy development, mining exploration and urban development throughout northern and central California and Nevada.

### DONNA M. GARAVENTA

(Ph.D., Anthropology, University of California, Berkeley, 34 years with firm)

Dr. Garaventa has 36 years experience in all aspects of cultural resource assessment/management and NEPA and CEQA regulatory compliance. Experience includes design, direction and execution of cultural resource projects for the federal government, state and municipal agencies, private industry, land developers, the military and the scientific community in California and Nevada. Specialties include literature/archival research, records management, prehistoric and historic material culture studies, collections management, historic architectural research and evaluation, Section 106 compliance and focused research on Native Americans and Chinese peoples of California. She is certified by the Register of Professional Archaeologists (RPA)

Dr. Garaventa has acted as Senior Research Scientist and Project Manager for over 500 cultural resource assessments, mitigation programs and regulatory compliance programs associated with land development, water resources and wastewater management, energy development, mining exploration and urban development throughout northern and central California.

### CHRISTOPHER CANZONIERI

(M.A., Anthropology, California State University East Bay, 12 years with firm)

Mr. Canzonieri has 14 years of experience in cultural resource assessment/management and NEPA and CEQA regulatory compliance. Mr. Canzonieri is an experienced archaeologist and physical anthropologist with expertise in prehistoric and historic California. He has an extensive background in human osteology both in the field and in laboratory analysis and has conducted analysis on prehistoric and historic cultural materials. He presently serves as Lead Staff Archaeologist and Physical Anthropologist and is acting as the firm's Native American liaison and facilitator. He has supervised small-scale inventories and archaeological monitoring



programs, participated in and supervised archaeological site testing programs and extended data recovery projects in Central California and had conducted focused, project specific research at the direction of the Principal Investigator. Prior to his employment with Basin Research Associates, Mr. Canzonieri worked with other cultural resources firms in northern California including a Native American owned cultural resources management firm.

Mr. Canzonieri has contributed to over 50 manuscripts and reports including site assessments, field inventories and evaluations, site testing report and specialized osteological reports. Mr. Canzonieri's research interests are in human osteology, particularly palaeopathology and trauma with other interests in prehistoric migration, human evolution, and the peopling of California.

### **MARJORIE DOBKIN**

(Ph.D., Historical Geography, University of California, Berkeley)

Dr. Dobkin has more than 25 years of experience in the fields of California history and geography, including teaching at the University of California, Berkeley and San Francisco State University. She has worked as a historic/cultural resources consultant since 1989, when she established her sole-proprietor firm in the City and County of San Francisco. She qualifies as a historian under the Secretary of the Interior's Professional Qualification Standards. She often collaborates with archaeologists, architects, architectural historians, and engineers. Dr. Dobkin has acted as the principal or co-principal investigator on over 100 evaluation and nomination reports under Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA). These reports may include an evaluation and identification of historic resources, an analysis of project impacts, and a presentation of mitigation alternatives. Dr. Dobkin also has collected oral histories and has produced several documentaries on historic topics.

She has served as both a prime contractor and subcontractor to many public agencies including Caltrans, the Port of Oakland, the San Francisco Department of Public Works, the Port of San Francisco, BART, the City of Richmond, the City of San Jose, the California Coastal Conservancy, and Lawrence Berkeley Laboratory/U.S. Department of Energy.

### **WARD HILL (M.A., Architectural History, University of Virginia)**

Ward Hill has been active in architectural history and historic building restoration in Northern California for over 30 years. He received a M.A. in Architectural History from the University of Virginia with an emphasis in American Architecture and Historic Preservation. Since 1990, Mr. Hill has been the Principal in his own consulting firm specializing in preparing historic architecture assessments for environmental impact reports.

Mr. Hill has completed over 100 historic architecture reports under Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA). These reports include the identification and evaluation of historic architectural resources, an analysis of project impacts and a presentation of mitigation alternatives where impacts are identified. As a consultant for the Federal Emergency Management Agency (FEMA), Mr. Hill worked with the FEMA Director of Historic Review in reviewing projects for Section 106 compliance in California and Oregon.

Mr. Hill's extensive Section 106 compliance work for the California Department of Transportation includes numerous highway and infrastructure improvement and safety projects. He has also participated in numerous public transportation projects for BART, the Valley Transportation

Agency (VTA), and the Alameda County Public Works Agency among others. He worked with the U.S. Army Corps of Engineers on various flood control projects and has prepared reports for a number of public utilities, including Southern California Edison and PG&E.

Mr. Hill has been the President of the Northern California Chapter of the Society of Architectural Historians since 2004 ([www.nccsah.org](http://www.nccsah.org)) and is an active member of the National Trust for Historic Preservation, the Vernacular Architecture Forum and the California Historical Society. He has written several articles and given lectures on topics in both architectural history and historic preservation as well as *San Francisco Peninsula Houses - 1870 -1940*.

## PROJECT ORGANIZATION AND MANAGEMENT APPROACH

The BASIN team will be managed by Dr. Colin I. Busby (see Project Organizational Chart, over). He will be responsible for overall quality control and scheduling of projects. Dr. Busby will review progress and edit all final copy as well as research selected areas of interest. He will be the primary point of contact for outside agencies and the client. Dr. Busby meets Standards of the Secretary of the Interior for Archaeology and has 38 years of professional experience with western North American archaeology and ethnology. His time commitment to a task order will be based on the complexity and requirement for Principal involvement and regulatory expertise.

- BASIN's key staff of four senior and junior level archaeologists (Prehistoric and Historic) and physical anthropologists will complete the research, field studies and reporting for required studies under the direction of the Principal.
- Support staff including a GIS/Graphics Specialist and Administrative will be used as appropriate at the direction of the Principal and/or Senior Staff.
- Discipline specialists including an architectural historian, historian, geoarchaeologist or other services will be retained as required by the Principal and client needs.

Technical staff for a project will be assigned by the Principal in consultation with Senior Staff depending on the requirements and scheduling of a task order. Similarly, any architectural history or historic studies will be contracted and completed under the guidance and direction of the Principal to meet client project requirements. Other discipline specialists will be contracted as required by the Principal and client needs.

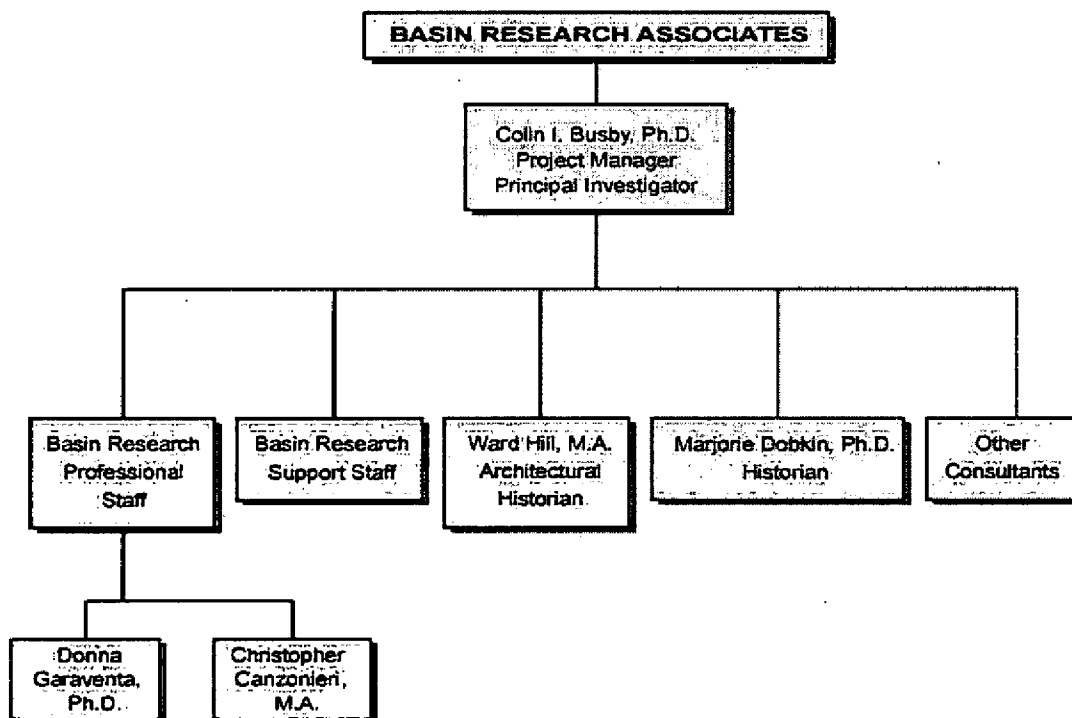
As prime, BASIN directs its staff and coordinates closely with our subcontractor partners to develop project focused scopes of work with an emphasis on best-value cost and realistic deliverable schedules to meet client and other agency deadlines. Accelerated timelines for project completion often have required development of innovative fieldwork and management strategies to meet the client's requirements for high-quality cultural resources research, reporting, and contractual accountability. BASIN is noted for working with Project Manager's to meet project needs but still complete the work within the overall contract period of performance when field delays and extended regulator review have occurred.

In general, management of the professional team will be flexible. Formal or informal weekly, biweekly or monthly progress reports can be issued via email or obtained via telephone as requested by the client. The Principal will be the prime client contact and responsible for coordinating the internal team and managing outside discipline specialists. Client project

managers will be provided with appropriate telephone numbers or email addresses if they wish to check on progress with any of the team and outside specialists.

### **Capacity**

BASIN's previous experiences with various on-call contracts with several public agencies in regard to supplying cultural resources services for several projects suggest that the current staff capacity and available outside discipline specialists are adequate to meet potential service requests. Scheduling of staff to meet deadlines has been tight on certain projects due to the need for both additional Principal involvement and an increase in project requirements due to regulatory agency changes to APE maps and concomitant changes in the anticipated research. However, every effort has been made to meet client and agency deadlines and budgets and in general these have been successful. BASIN maintains a list of "on-call" archaeologists for temporary field work to assist permanent staff. At present, BASIN is exploring a "mutual aid" with another consultant that will result in an additional reservoir of cultural resources specialists available to meet stresses.



### **PROJECT ORGANIZATIONAL CHART**

### **Scheduling**

The ability to develop and adhere to a schedule is critical in archaeological compliance studies. Clients must ensure that regulatory requirements for cultural resources are completed. The identification, evaluation, and treatment of archaeological resources must be accomplished early in the planning process, preferably prior to final design and construction. Delays often have a

ripple effect that extends from planning through design and well into construction. Minor time-delays can cause serious delays later by affecting the schedules of many tasks in the critical path of a project.

At the same time, archaeology is both a science and an art and, as such, is difficult to perform on a schedule because of the need for interdisciplinary analysis, compilation, consultation, and interpretation of the data. Synthetic and interpretive writing requires blocks of time that are hard to budget and difficult to manage. The key to success in cultural resource studies is to balance science with compliance. Basin Research Associates (BASIN) works closely with its clients and communicates its need for data and schedule information to ensure that project delays are minimal and scientific quality is not compromised. In addition, BASIN analyzes cultural resource requirements and proposed environmental compliance and construction schedules to determine schedule realism in light of lessons learned from past projects. Consultation is often initiated with clients to alert them to potential problems that could affect timely project completion and to offer potential schedule alternatives.

### **BUDGETING AND COST CONTROL**

Project budgets are developed by the BASIN Project Manager with input from discipline staff and outside consultants. The objective is to provide a reasonable budget commensurate with the compliance requirements of a project.

A concerted effort is made to obtain appropriate information from the client on project type, regulatory reviewing agency(ies), requirements that could affect access for field work, available maps and other information (e.g., Phase 1 studies available, previous work available for review, GIS files, etc.) and any other data that could assist in preparing an accurate cost estimate. The information is passed to individual team members and consultants to be used in developing a cost estimate that is reviewed and aggregated by the Project Manager. Each cost estimate submitted to the client includes a section on Cost Notes that provide information on the assumptions BASIN used to develop our estimate. The scope and cost estimate are provided for client review. Revisions to the Scope/Cost are made as appropriate based on client comment.

BASIN as a SBE maintains an accounting system appropriate to its size that includes time and other direct cost tracking by project or project task. The level of reporting requested by a client and the length of each project determines the extent of cost tracking in regard to the client approved budget. For example, small projects are tracked by a simple spreadsheet indicating time by billable hour, other direct costs including consultants and a markup on other direct costs. Tracking is usually completed after each bi-weekly payroll period.

Larger, more complex projects use information in the accounting system to provide time and other direct costs but are entered into a spreadsheet developed or adapted for larger projects but similar to our smaller projects unless our clients provides a different tracking system..

The majority of BASIN's contracts or task orders are usually less than \$50,000 and relatively simple to track against approved budgets. However, BASIN does undertake larger projects with budgets in excess of \$500,000 and extending over several years. We are familiar with large firm

accounting requirements and often work with a Small Business specialist in the firm to ensure that all time and costs can be verified.

### **QUALITY CONTROL**

Dr. Colin I. Busby (see Project Organizational Chart) will be responsible for overall quality. Dr. Busby will review and edit draft copy as well as conduct research of selected areas of interest to ensure accuracy. Prior to submission of a draft document, he will consult with the City Project manager to ensure that the project description and location are correct. In addition, he will provide draft potential mitigation options based on the research for internal City review and comment. Dr. Busby will assist with regulatory agency submission(s) and respond to client and regulatory agency review comments. He will consult with City staff and regulatory agency reviewers to ensure that the Draft Final that is submitted is correct. It is typical for any agency to review the Draft Final and request additional revisions. These revisions will be discussed with the regulatory agency and inserted into the Final Report. Prior to Final Report submission, BASIN staff will review and produce the final documents. Every effort will be made to minimize City staff time.

**TAB B  
RESUMES  
CONSULTANT AND SUB-CONSULTANT STAFF**



# BASIN RESEARCH ASSOCIATES

## Colin Busby | Project Principal/Manager



### Education

Ph.D., Anthropology 1978  
University of California  
Berkeley

### Registration/Certifications

Register of Professional  
Archaeologist (RPA #10186)

Number of Years with  
**BASIN RESEARCH**  
34 years

### Key Experience

Ph.D. in Anthropology with  
emphasis in prehistoric  
archaeology and history of  
western North American from  
accredited university

At least 38 years of recent  
relevant experience in both  
large corporate and small  
business environments as  
well as federal agency  
employment

Experience in 3 or more  
relevant, verifiable  
archaeological compliance  
projects for federal, state,  
and local agencies

Fully knowledgeable of NEPA  
and CEQA requirements for  
cultural and historic properties

Extensive local knowledge of  
archaeological and physical  
anthropology of Northern  
California and Central  
California + Nevada

Working relationship with and  
knowledge of state and local  
transportation agencies and  
public works departments  
requirements and state OHP  
staff reviewers for cultural  
resources

Dr. Busby has 38 years cultural resources management experience involved with all aspects of cultural resource assessment and NEPA and CEQA regulatory compliance. Experience includes the design, direction and execution of the cultural resource components of EISs, EIRs, EAs and other investigations for federal, state and municipal governments, private industry, land developers, the military and the scientific community in the western United States. Specialties include program management, contract and financial administration, client, discipline specialist, Native American and general public liaison, editing and report production, regulatory agency coordination, research design formulation, Section 106 and Section 110 compliance and field project implementation and direction.

Dr. Busby has either acted as the Principal or co-Principal Investigator/Project Manager for over 600 cultural resource assessments, mitigation programs and regulatory compliance programs associated with land development, water resources and wastewater management, energy development, mining exploration and urban development throughout northern and central California and Nevada.

### Project Experience (selected)

#### SFPUC Water System Improvement Projects - Various Counties, Jacobs Engineering

Role: Principal Project Archaeologist

Principal Project Archaeologist for various San Francisco Public Utilities Commission (SFPUC) Water Improvement System Project (WISP) including New Crystal Springs Bypass Tunnel Project; BDPL 5 (Alameda); BDPL 5 (San Mateo); BDPL 3&4 (Alameda, Santa Clara); and, San Joaquin Pipeline System Project - Tasked with meeting federal and state EIR/EIS mitigation requirements both pre-construction and construction. Compliance projects have included archaeological inventory, site testing and evaluation, data recovery, development of Archaeological Monitoring Plans and mitigation monitoring, review of unexpected discoveries, Native American and regulatory agency consultation and other projects to meet SFPUC and agency requirements for mitigation implementation. Required pre-construction and construction coordination with various SFPUC departments as well as prime consultants to SFPUC and pipeline constructors. In association with various SFPUC consultants including Kennedy-Jenks Engineers, Jacobs Associates, Jacobs Engineers, PMA Consultants, EPC Consultants and HDR.

#### U.S. Army Corps of Engineers Los Angeles District Cultural Resource Services for Projects within Southern California, Southern Nevada, Southeastern Utah and Arizona (5 year IDIQ).

Role: Project Director

Compliance projects to meet Section 106 requirements of the National Historic Preservation Act including data recovery, large area surveys, testing, marine surveys, records searches and other projects. In association with Statistical Research, Inc.

#### Transportation Studies to meet Caltrans Compliance

Role: Principal Investigator/Project Manager

100+ Cultural Resources Studies (1980 to Present) to meet Caltrans cultural resources requirements for both archaeology and historic architecture in 15 California counties for both public and private clients with a focus on transportation improvements, mass transit, pedestrian and bicycle trails and bridge rehabilitation. Tasks have included archival research, field studies including archaeological testing, coring and data recovery programs, sensitivity models, built environment assessments, Native American consultation and completion of environmental compliance documents (ASR, HRER, HPSR).

#### South Bay Water Recycling Program, Santa Clara County, CH2M Hill, San Jose, CA (2009 to Present)

Role: Principal Project Archaeologist

**Responsibilities:** Responsible for Section 106 compliance for installation of recycled water pipelines associated with South Bay Water Recycling Program. Implemented cultural resources identification, evaluation and reporting program to meet requirements of United States Bureau of Reclamation. Included Native American consultation, interaction between USBR NEPA staff and CH2M Hill environmental and engineering staff as part of design built project. Responsible for initiating and completing 20+ compliance reports for over 200 miles of recycled water pipeline where design requirements would often require changes in Areas of Potential Effects that could affect both known and areas with a high potential for subsurface archaeological resources. Coordination included interaction with cities of Santa Clara and San Jose and several of their agencies as well as with USBR and SHPO regulatory staff.

CAO RISK

# BASIN RESEARCH ASSOCIATES

## Christopher Canzonieri | Lead Archaeologist



### Education

M.A., Anthropology (2001)  
California State University  
East Bay (formerly Hayward)

### Registration/ Certifications

24 Hour HAZWOPER  
Certified  
Successful Completion of  
10-Hour OSHA Construction  
Safety & Health  
OSHA Excavation Safety  
Training for Competent  
Person

**Number of Years with  
BASIN RESEARCH**  
14 years

### Key Experience

M.A. in Anthropology with an  
emphasis in Archaeology  
and Biological Anthropology  
from an accredited institution

At least 15 years of recent  
relevant experience

Experience in 5 or more  
relevant, verifiable  
archaeological compliance  
projects for federal, state,  
and local agencies

Fully knowledgeable of  
NEPA and CEQA  
requirements for cultural and  
historic properties

Extensive local knowledge of  
archaeological and physical  
anthropology of Northern  
and Central California

Mr. Canzonieri has 15 years of experience in cultural resource assessment/management and NEPA and CEQA regulatory compliance. He is an experienced archaeologist and physical anthropologist with expertise in prehistoric and historic California including an extensive background in human osteology both in the field and in laboratory analysis. He presently serves as Lead Staff Archaeologist and Physical Anthropologist and is BASIN's Native American liaison and facilitator. He has supervised small-scale inventories and archaeological monitoring programs, participated in and supervised archaeological site testing programs and extended data recovery projects in California and conducted focused, project specific research at the direction of the Principal Investigator. Prior to his employment with Basin Research Associates, Mr. Canzonieri worked with other cultural resources firms in central California including a Native American owned cultural resources management firm.

Mr. Canzonieri has contributed to over 60 manuscripts and reports including site assessments, field inventories and evaluations, site testing report and specialized osteological reports. Mr. Canzonieri's research interests are in human osteology, particularly palaeopathology and trauma with other interests in prehistoric migration, human evolution, and the peopling of California.

### Project Experience

**San Francisco Public Utilities Commission (SFPUC) Water System Improvement Projects (WSIP) - BDPL 5 and Biohabitat Restoration Projects (San Mateo County), BDPL 3, 4, and 3X (Alameda and Santa Clara Counties), and San Joaquin (SJPL) System Project (Tuolumne, Stanislaus and San Joaquin counties) (2010-Present)**

**Role:** Lead Archaeologist

**Responsibilities:** Responsible for pre-construction field assessments (inventories), designing and completing testing programs with the results used to develop Archaeological Monitoring Plans (AMP) and Findings of Effect (FOE). During pipeline construction Mr. Canzonieri managed the day-to-day field operations in the San Mateo Peninsula, Alameda County and San Joaquin System spreads including field scheduling of personnel, coordinating with construction crews and acting as a liaison/facilitator between the client and contractor[s]. Mr. Canzonieri assisted with construction monitoring operations and during the recovery and recordation of unexpected archaeological discoveries during construction with a focus on contractor coordination and consultation to allow the immediate treatment of unexpected discoveries. He also acted as Native American Liaison with the project's Native American consultant and functioned as the Lead Human Osteologist during Native American burial recovery and review.

**U.S. Army Corps of Engineers, Sacramento and San Francisco Districts Cultural Resource Studies (2003-2012)**

**Role:** Lead Archaeologist

**Responsibilities:** Responsible for Section 106 compliance requirements of the National Historic Preservation Act as directed by the Corps and Project Principal Investigator. Compliance projects focused on flood control projects in northern, central and southern California. Services included archaeological inventories, assistance with Historic Properties Survey Reports and Finding of Effect documents, presence/absence testing programs, mitigation monitoring, Native American consultation and burial removal, unexpected discoveries, data recovery and other services necessary to complete compliance. Mr. Canzonieri was the field director for the USACE Middle Creek Flood Damage Reduction and Ecosystem Restoration Project, Lake County; USACE Lake Isabella Dam Seismic Retrofit, Kern County; USACE Lake Sonoma and Lake Mendocino Site Relocation Inventory, Sonoma and Mendocino counties, and, the San Francisco Bay Salt Pond Restoration Project (Alameda, Santa Clara and San Mateo counties).

### Shea Homes

**Role:** Lead Archaeologist

**CA-CCo-647 - Oakley, Contra Costa County:** Responsible for preliminary site testing prior to data recovery programs. Supervised daily operation of data recovery and subsequent burial removal of 91 prehistoric Native American skeletal remains including in-field analysis of the burials (i.e., aging, sexing, metric/non-metric analysis, gross pathological descriptions, interpretations, and photo-documentation). Assisted archaeological team with analysis of skeletal remains and completion of technical report to meet U.S. Army Corps of Engineers requirements in project's Memorandum of Agreement.



# BASIN RESEARCH ASSOCIATES

**Donna M Garaventa | Senior Research Scientist**



## Education

Ph.D., Anthropology 1977  
University of California  
Berkeley

## Registration/ Certifications

Register of Professional  
Archaeologist (RPA #10185)

**Number of Years with  
BASIN RESEARCH**  
34 years

## Key Experience

Ph.D. in Anthropology with  
emphasis in archaeology  
and history of the New World  
from an accredited university

At least 36 years of recent  
relevant experience

Experience in 3 or more  
relevant, verifiable  
archaeological compliance  
projects for federal, state,  
and local agencies

Fully knowledgeable of  
NEPA and CEQA  
requirements for cultural and  
historic properties

Extensive local knowledge of  
archaeological and built  
environment for Northern  
California and Central  
California/Nevada

Working relationship with  
knowledge of state and local  
transportation agencies and  
public works departments  
and state OHP staff  
reviewers for cultural  
resources

Dr. Garaventa, Senior Research Scientist and Associate Section 106 Compliance Manager for Basin Research Associates, has 36 years of professional experience. Dr. Garaventa's extensive work with cultural material, combined with her fieldwork and collections management skills, brings an interdisciplinary, conservation-minded approach to cultural resource projects. In addition, she is familiar with data base management, artifact cataloging systems and inventory systematics. Furthermore, she also maintains an expertise on the research and analysis of historic archaeological material culture (including Asian American and EuroAmerican objects) and to a lesser extent with the built environment. Dr. Garaventa has previously been employed with the Hearst Museum of Anthropology, University of California at Berkeley, Commonwealth Associates and Archeo-Tec. Dr. Garaventa maintains a number of research interests including western North American prehistory, innovation and technology, style change, historical archaeology with an emphasis on material culture, Andean culture history and museum studies as well as cultural resources management. Her projects have ranged from small surveys to major interdisciplinary data recovery excavations undertaken for both public and private projects in California, Nevada, and New Mexico.

Dr. Garaventa's responsibilities have included specialized project research, technical project management, programmatic planning, discipline specialist liaison, editing and report production, technical issue resolution, research design formulation and regulatory compliance.

Dr. Garaventa has acted as Senior Research Scientist for over 100 major cultural resource mitigation programs and authored, edited or contributed to over 500 reports associated with land development, water resources and wastewater management, energy development, mining exploration and urban development throughout California and Nevada.

## Project Experience (selected)

### **U.S. Army Corps of Engineers Sacramento District Cultural Resources Studies (1985 to Present)**

#### **Role: Research Scientist**

Compliance projects to meet Section 106 requirements of the National Historic Preservation Act focused on flood control in Central California and Nevada for the Sacramento District. Services have included archaeological inventories, records searches and review of archaeological GIS, completion of Historic Properties Survey Reports and Finding of Effect documents, presence/absence testing programs, mitigation monitoring, Native American consultation and burial removal, unexpected discoveries, data recovery and other services necessary to complete compliance. Recent projects have included *Middle Creek Flood Control Damage Reductions and Ecosystem Restoration Project* and *Truckee River Flood Control from Verdi, California to Pyramid Lake, Washoe County, Nevada*.

### **City of San Jose 2040 General Plan Update (2008-2011)**

#### **Role: Senior Research Scientist**

Responsible for CEQA level cultural resources setting studies for a General Plan Update. Tasks included archival research, development of cultural resources GIS, Native American consultation, built environment assessments, input into studies for transportation and infrastructure enhancements, and environmental compliance document technical sections.

### **Cultural Resources Studies for Alameda County Public Works Agency Compliance**

#### **Role: Senior Research Scientist**

100+ Cultural Resources Studies (1990 to Present) to meet County of Alameda Department of Public Works archaeological assessment and historic architecture review requirements for county projects. Worked with various County departments including Public Works over the past 15 years. Tasks have included archival research and preparation of environmental compliance document technical sections.

### **Transportation Studies to meet Caltrans Compliance**

#### **Role: Senior Research Scientist**

100+ Cultural Resources Studies (1980 to Present) to meet Caltrans cultural resources requirements for both archaeology and historic architecture in 15 California counties for both public and private clients with a focus on transportation improvements and bridge rehabilitations. Tasks have included archival research and preparation of environmental compliance document technical sections.

## **MARJORIE DOBKIN, Ph.D.**

### **HISTORICAL GEOGRAPHER and ORAL HISTORIAN**

San Francisco, CA 94133

415-440-6692 (marjoriedobkin@earthlink.net)

#### **Education**

Ph.D. 1988 Historical Geography, University of California at Berkeley

#### **Certifications**

SBE California Department of General Services Certification Small Business

Enterprise Supplier # 1142701 (March 17, 2014 to March 31, 2016)

LBE City and County of San Francisco General Services Agency Contract

Monitoring Division – Woman-Owned San Francisco Local Business Enterprise  
#HRC061610723

Vendor # 38157 (2013-2016)

DBE California Unified Certification Program Disadvantaged Business # 40219  
(2012-2017)

#### **Summary**

Dr. Marjorie Dobkin has more than 25 years of experience in the fields of California history and geography. She has taught at the University of California at Berkeley and at San Francisco State University. She has worked as a full-time cultural resources and public history consultant since 1989, when she established her sole-proprietor firm in the city of San Francisco. She qualifies as a historian under the Secretary of the Interior's Professional Qualification Standards. Dr. Dobkin has acted as the principal or co-principal investigator on over 90 evaluation and nomination reports under Section 106 of the National Historic Preservation Act and the California Environmental Quality Act. She collaborates with both archaeologists and architectural historians and has many years of experience as a prime contractor and subcontractor to public agencies including the San Francisco Department of Public Works, the Port of San Francisco, the Port of Oakland, the City of Richmond, Caltrans, the California Coastal Conservancy, and Lawrence Berkeley Laboratory/U.S. Department of Energy.

She is currently assisting BASIN with various projects for the Alameda County Department of Public works for roadway improvements for Caltrans funding as well as providing background historical context for studies in Santa Clara and San Francisco counties.

#### **Awards**

##### ***California Preservation Foundation President's Awards***

2009 Port of San Francisco Embarcadero Historic District National Register  
Nomination

1996 PBS Television Documentary, "Crossroads: A Story of West Oakland."

## **WARD HILL      QUALIFICATIONS & BACKGROUND**

### **M.A.      *Consulting Architectural Historian***

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Ward Hill has been active in architectural history and historic building restoration in Northern California for thirty years. He has a B.A. from the University of California, Santa Barbara in American Studies and Literature, and a M.A. Architectural History from the University of Virginia with an emphasis in American Architecture and Historic Preservation. From 1979 to 1983, he was involved in both the evaluation and restoration of historic buildings as the Technical Assistance Director for the Foundation for San Francisco's Architectural Heritage. Mr. Hill has been the staff architectural historian for the San Francisco architecture/planning firm, Page & Turnbull, and he has worked as a private developer involved in historic building restoration and rehabilitation. Since 1990, Mr. Hill has been the principal in his own consulting firm specializing in preparing historic architecture assessments for environmental impact reports.

In his work as an architectural historian, Mr. Hill has completed over a 150 historic architecture reports under Section 106 of the National Historic Preservation Act (NHPA) and the California Environmental Quality Act (CEQA). These reports include an evaluation and identification of historic architectural resources, an analysis of project impacts and a presentation of mitigation alternatives where impacts are identified. Mr. Hill's notable past projects include the Environmental Assessment for the San Francisco Ferry Building Rehabilitation, the San Francisco Zoo Master Plan, and the EIR for the Greystone Cellars renovation project (Culinary Institute of America), St. Helena. As a consultant for the Federal Emergency Management Agency (FEMA), Mr. Hill worked with the FEMA Director of Historic Review in reviewing projects for Section 106 compliance in California and Oregon.

Mr. Hill's extensive Section 106 compliance work for the California Department of Transportation include: the Route 84 Realignment Project (which involved evaluating over 80 Pre-1946 buildings), the Mission Boulevard, Osgood Road and the Alvarado Boulevard Widening projects in Alameda County; the Vasco Road Interchange project, Livermore; the Highway 4 Widening Project (separate projects in the Pittsburg and Hercules areas); the Highway 1/Calera Parkway Project, Pacifica; and, the Shamrock Ranch Historic Resource Evaluation Report, Devil's Slide Tunnel Project, Pacifica.

Mr. Hill has also completed the Section 106 historic architecture studies for the BART extension to San Francisco Airport and the e-Bart project in Eastern Contra Costa County, in addition to the Vasona Corridor, Capital Avenue, and East Santa Clara/Alum Rock Light Rail Projects in San Jose for the Valley Transportation Agency (VTA). Section 106 reports involving historic bridges have included the Park and High Street Bridges Seismic Retrofit Projects in Oakland, the Gault Bridge, Nevada City, and the Oakville Bridge, Napa County. He recently completed a report for the Napa River Flood Control project for the Army Corps of Engineers. In addition to working for major government agencies, Mr. Hill has prepared reports for a number of public utilities, including Southern California Edison and PG&E. Mr. Hill also worked on the phased comprehensive Historic Resources Survey of the City of Fremont in 2000-2009.

Mr. Hill has been the President of the Northern California Chapter of the Society of Architectural Historians since 2004 ([www.nccsah.org](http://www.nccsah.org)). He is also an active member of the National Trust for Historic Preservation, the Vernacular Architecture Forum and the California Historical Society. He has written several articles and given lectures on topics in both architectural history and historic preservation. Mr. Hill contributed the San Mateo County chapter to the *Architectural Guidebook to San Francisco and the Bay Area* (Gibbs Smith, 2007) and he is responsible for the *Houses of the San Francisco Peninsula - 1865-1941*, for New York publisher, the Acanthus Press.

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**3124 Octavia Street, San Francisco, CA 94123, (415) 441-4071, email: [whill@pacbell.net](mailto:whill@pacbell.net)**

## **TAB C**

### **CONSULTANT QUALIFICATIONS WORK EXPERIENCE**

The following project summaries provide examples of our experience working with local agencies, engineering firms and environmental consultants on public projects. Our relationship with the environmental compliance division of the Alameda County Public Works Department as an on-call consultant is similar to the services that BASIN may provide for the City of Monterey. A selected list of projects is provided for Monterey County to demonstrate regional and local experience.



## MONTEREY COUNTY (Selected Reports)

Cultural resources assessment and mitigation measures and Native American consultation in accordance with CEQA for 35+ improvements for civil works project within the City of Monterey. Improvements included ADA sidewalks and ramps, manhole and storm drain catch basin installations, minor storm drain repairs, catch basin upgrades, minor street realignments for pedestrian safety, and installation of radar speed signs. For City of Monterey Engineering Division through Denise Duffy & Associates.

Completion of research and development of a GIS-based archaeological sensitivity map for prehistoric resources within City of Monterey to show locations of cultural resources. Work was undertaken with the objective of developing a measured response to environmental compliance requirements for archaeological resources that could be affected by public works projects. Work is progressing on developing the parameters and protocols to expedite archaeological compliance studies based on the three sensitivity zones defined for the City. For Planning Department, City of Monterey.

Archaeological assessment and auger coring program for installation of 63-foot long retaining wall at 26336 Scenic Road overlooking the southern edge of Carmel Beach. Determine impacts to and propose mitigations for CA-MNT-16. To meet CEQA and Coastal Commission conditions. For Lombardo & Associates and City of Carmel-by-the-Sea.

Observations from Archaeological Coring Program - 26453 Scenic Road, Carmel, Monterey County [Peery property]. For Claudio Ortiz Design Group, Carmel.

Archaeological Resources Assessment, 26478 Carmelo Street (APN 009-471-024) Carmel Area Land Use Plan, Coastal Zone, Carmel-By-the-Sea, Monterey County, California Combined Development Permit, Monterey County Permit PLN080266. For Steven Polkow, San Rafael.

Historic Property Survey Report [HPSR], Archaeological Survey Report (ASR) Carmel Hill And River Bike Trail [Hatton Canyon] Near Route 1 From Rio Road to Canyon Drive [Near Carmel], in Monterey County 05-MON-1 PM 72.61/73.9 RPSTPLE-5016(037) EA 05-4A1954. For Denise Duffy & Associates, Monterey.

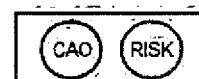
Cultural Resources Review Gigling Road and South Boundary Road Improvements Within Former Fort Ord, Monterey County. For PMC - Monterey.

Revision of Archaeological Assessment Report, 16 Beach Street, City of Pacific Grove, Monterey County. For Paul Menghetti, Pacific Grove.

Cultural Resources Assessment - Technical Report for Proponent's Environmental Assessment (PEA), California American Water, Monterey County Coastal Water Project. For H.T. Harvey & Associates, Los Gatos.

Results of Archaeological Focused Literature Search Assessment for CEQA *Moss Landing Undergrounding Project, Proposed Alignments, Monterey County [California]*. For PMC - Monterey.

Archaeological Assessment Report - Laurel Natividad Conceptual Alternatives Development Project, Salinas, Monterey County. For PMC - Monterey.



# BASIN RESEARCH ASSOCIATES

Alameda County Public Works Agency, Alameda County



## Client

Public Works Agency  
Alameda County, California

## Completion Date

In Progress/2016

## Staff Members

Collin Busby, Ph.D.  
Donna Garaventa, Ph.D.  
Christopher Canzonieri, M.A.  
Stuart Guedon, M.A.  
Melody Tannam, B.A.  
Johanna Twigg, MSc.

## Project Duration

Start (1/2009) – In Progress

## Reference

## Client

Public Works Agency  
County of Alameda  
Kwablah Attiogbe/Jim Browne  
Project Managers  
(510) 670-5772/670-5796

## Projects Completed on Schedule and Within Budget

YES

Completion of cultural resources assessments as part of planning studies for various public works projects including flood control, bridge enhancement and replacement to meet seismic requirements, road improvements, completion of archaeological and paleontological monitoring during earth disturbing construction to meet compliance requirements for sensitive resource areas, and general consulting and review in regard to cultural resources. In general, projects were completed in accordance with California Environmental Quality Act (CEQA) requirements for archaeological and historic architectural resources with selected sections enhanced to meet federally mandated Section 106 compliance requirements for the issuance of a Section 404 permit by the US Army Corps of Engineers. Other projects were completed to meet both federal and state requirements for historic properties as mandated by Caltrans and FHWA.



BASIN's responsibilities included, but were not limited to: extensive record searches for linear and wide area flood control projects and other public works projects; development and compilation of Area of Potential Effects (APE) maps using County GIS data; research and development of historic context statements; archaeological field inventories; presence/absence testing of prehistoric and historic archaeological sites; built environment assessments including the identification and evaluation of single property and multiple residential and commercial properties; construction monitoring; site recordation; and, National Register of Historic Places and California Register of Historic Resources evaluations of prehistoric and historic resources.

BASIN's successful approach included the implementation of GIS to locate and identify cultural resources; coordination with various federal and state agencies in regard to reporting requirements and mitigation measures; Native American consultation with both the Native American Heritage Commission and locally identified knowledgeable Native Americans; and, the timely submission of DRAFT reports, completion of requested revisions and submission of Final Reports and supplementary documentation to meet critical agency schedule requirements for public funding and construction requirements. Close client consultation ensured successful completion and submission of time sensitive reports for review.

# BASIN RESEARCH ASSOCIATES



## South Bay Water Recycled Water Projects

### Client

CH2M Hill, Inc.  
2485 Natomas Park Drive  
STE 600  
Sacramento, CA

South Bay Water Recycling  
Program (SBWRP)

### Consultant Fee

\$175,000

### Staff Members

Colin Busby, Ph.D.  
Donna Garaventa, Ph.D.  
Christopher Canzonieri, M.A.  
Stuart Guedon, M.A.  
Melody Tannam, B.A.  
Johanna Twigg, MSc.

### Project Duration

2009 - 2012

### Reference

CH2M Hill  
Matthew Frank  
(916) 286-0272

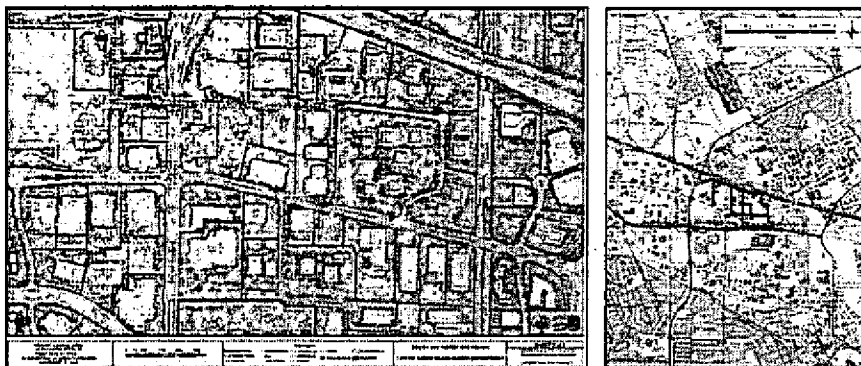
### Agency

US Department of the Interior  
Bureau of Reclamation  
Mid Pacific Region

### Projects Completed on Schedule and Within Budget

YES

Completion of cultural resources reviews and assessments for various recycled water projects to meet federally mandated Section 106 compliance requirements of the National Historic Preservation Act. The projects consisted of extensions of recycled water pipelines from existing South Bay Water Recycling Program pipelines to various commercial, industrial and public use areas for landscape irrigation and cooling tower use in the cities of Santa Clara and San Jose, Santa Clara County. Projects included extensions to San Jose International Airport, San Jose State University, several elementary schools in San Jose, parks, community centers, industrial areas, and several construction truck fill station.



BASIN's successful, client-oriented approach to providing the required services and obtaining approval by the regulatory agency included ongoing coordination with the client and the Bureau of Reclamation cultural resources staff in regard to reporting requirements and anticipated mitigation measures; Native American consultation with both the Native American Heritage Commission and locally identified knowledgeable Native Americans; the completion of project specific maps and other appropriate explanatory graphics; and, the timely submission of draft reports, completion of requested revisions and submission of final reports and supplementary documentation to meet agency schedules for review, public funding and construction requirements.

BASIN's tasks included: extensive record searches for linear and wide area general and specific plan and transportation projects; development and compilation of Area of Potential Effects (APE) maps; research and development of prehistoric and historic context statements; archaeological field inventories; identification and evaluation of historic properties for inclusion on the National Register of Historic Places and the California Register of Historic Resources; and, the completion of combined Historic Property Survey Reports/Finding of Effect documents for each alignment. Close client and agency consultation ensured successful completion of the numerous separate report deliverables.

# BASIN RESEARCH ASSOCIATES

**SFPUC WSIP PROJECTS | Alameda, San Mateo, Santa Clara,  
Tuolumne, Stanislaus and San Joaquin Counties, CA**



## Clients

Jacobs Engineering  
PMA Consultants  
HDR  
CH2M Hill  
Jacobs Associates  
EPC  
CBI

## Completion Date

2014-2016

## Consultant Fee

\$1.8 million+

## Staff Members

Colin Busby, Ph.D., RPA  
Donna Garaventa, Ph.D., RPA  
Christopher Canzonien, M.A.  
Stuart Guedon, M.A.  
Christine Marshall, MSc.  
Melody Tannam, B.A.  
Johanna Twigg, MSc.

## Project Duration

2009 - 2016

## Reference

### Prime Client

Jacobs Engineering  
San Francisco, CA 94015

### Agency

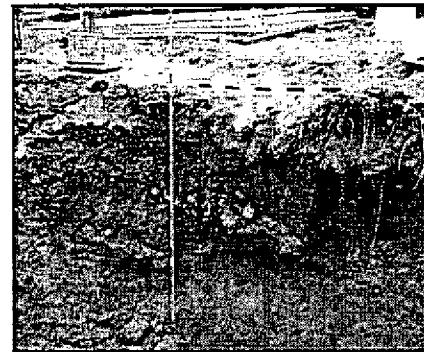
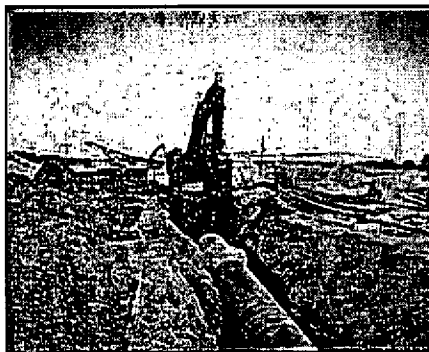
SFPUC - Bureau of  
Environmental Management  
Kimberley Stern Liddell  
Env Construction Compliance  
Manager (415-554-2472)  
khstem@sfiwater.org

### Project Was Performed on Schedule and Within Budget

YES

BASIN provided pre-construction identification and evaluation services for cultural resources and is now providing construction related archaeological services and Native American consultation for the East Bay, South Bay and Peninsula spreads of the San Francisco Public Utilities Commission (SFPUC) Water System Improvement System Project (WSIP) in Alameda, Santa Clara and San Mateo counties. This multiyear project involved the construction of the 21-mile long Bay Division Pipeline 5 (BDPL), parallel to and within the SFPUC right-of-way (ROW) in the foothills of the City of Fremont, Alameda County to the Pulgas Tunnel Portal near Redwood City in unincorporated San Mateo County on the San Francisco Peninsula. Additional ancillary work included locations in Santa Clara County and point specific seismic upgrades to BDPL 3 & 4 in Alameda County.

In addition, BASIN also provided cultural resources services during construction of the San Joaquin Pipeline (SJPL) System Project, a 47.5 mile water conveyance system of three pipelines crossing the San Joaquin Valley from western Tuolumne County through Stanislaus County to the Coast Range Tunnel at Tesla Portal in San Joaquin County.



BASIN's staff was responsible for implementing federal and state EIR/EIS mitigation requirements pre-construction and during construction in accordance with WSIP guidelines. Compliance projects included development of archaeological identification evaluation programs and their implementation in accordance with federal, state and SFPUC guidelines; archaeological inventory of sensitive areas; prehistoric site identification and evaluation including site testing; development of *Archaeological Monitoring Plans* based on local archaeological sensitivity models, implementation of mitigation monitoring, review and evaluation of unexpected discoveries during construction including Native American burials; Native American consultation and coordination to provide services during monitoring and burial removal; focused data recovery and, built environment reviews to meet SFPUC and other regulatory agency requirements.

BASIN's successful approach involved pre-construction and construction coordination with the SFPUC Bureau of Environmental Management, the archaeological review staff of the City and County of San Francisco Planning Department, the U.S. Army Corps of Engineers, the California Department of Transportation, the Project Construction Management Team, Environmental Inspectors and other contractors including Native American Consultants and Most Likely Descendants to respond to construction needs in a timely manner. These actions required staff involvement at all levels of the BASIN team with field staff often providing leadership and initiative in meeting both construction scheduling and widely varying daily staffing requirements dependent on short notice construction activities. BASIN management accelerated and prioritized reporting requirements and facilitated decision meetings to meet time critical agency schedule requirements for construction. Teamwork and "lessons-learned" scheduling at all responsibility levels resulted in no or only minimal delays to the construction effort. Consultation with the numerous clients managing separate contracts allowed for efficient scheduling and completion of the compliance requirements.



# BASIN RESEARCH ASSOCIATES



## 2040 San José General Plan Update

## Client

City of San Jose  
and  
David J. Powers & Associates  
1871 The Alameda, Suite 200  
San Jose, CA 95126

## Staff Members

Colin Busby, Ph.D.  
Donna Garaventa, Ph.D.  
Christopher Canzonieri, M.A.  
Stuart Guedon, M.A.  
Melody Tannam, B.A.  
Johanna Twigg, MSc.

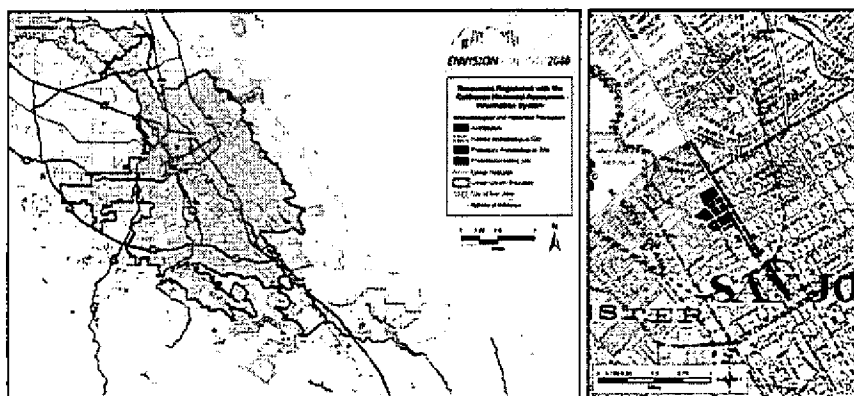
## Discipline Specialists

Ward Hill, M.A.  
Consulting Architectural  
Historian  
Marjone Dobkin, Ph.D.  
Historian

## Reference

**David J. Powers & Associates**  
1871 The Alameda, Suite 200  
San Jose, CA 95126  
408-248-3500  
mail@davidjpowers.com

**BASIN** was responsible for completion of cultural resources component of the 2040 General Plan update for the City of San José and its Urban Growth Boundary (UGB). The component provides a prehistoric and historic context for the City; a review of the regulatory matrix of federal, state, local regulations/ordinances that may be applicable to City projects; a review of the City's historic preservation files (including electronic data); and, the results of an archival records search and research at various libraries and repositories.



The deliverables included an existing conditions report; GIS map layers consisting of archaeological sensitivity maps; the locations of archaeological and built environment sites, City landmarks, historic districts, conservation areas, and other culturally sensitive study areas as well as specific layers for resources listed on or eligible for the National Register of Historic Places and the California Register of Historic Resources. An impact analysis was also completed along with the development of proposed program-level goals and policies to guide planning and avoid adverse impacts to cultural resources with the City's boundary.

Supplementary material included the research and development of historic contexts for four major neighborhoods to guide area specific redevelopment and minimize effects to prehistoric and historic resources.

**BASIN's** successful approach included ongoing coordination with the City's Historic Preservation Officer and client; consultation with both the Native American Heritage Commission and locally identified knowledgeable Native Americans; the development of GIS layers suitable for integration with the City's GIS; other appropriate explanatory graphics and maps; and, the timely submission of draft reports, completion of requested revisions and submission of final reports and supplementary documentation to meet agency schedules.

**Basin Research Associates**

2009

*Cultural Resources Existing Setting Envision San José 2040 General Plan, Santa Clara County, California including supplemental reports, GIS data and other reference materials.*

# BASIN RESEARCH ASSOCIATES

## USCOE, Oakland Inner Harbor Tidal Canal



### Client

David Miller & Associates  
410 Pine Street, SE  
Suite 210  
Vienna, VA 22180

### For

United States Department of the  
Army, Corps of Engineers

### Staff Members

Colin Busby, Ph.D.  
Donna Garaventa, Ph.D.  
Christopher Canzonieri, M.A.  
Stuart Guedon, M.A.  
Melody Tannam, B.A.  
Johanna Twigg, MSc.

### Project Duration

2010-2013

### Reference

USCOE, San Francisco  
Kathleen Ungvarsky  
Archaeologist  
(415) 503-6842

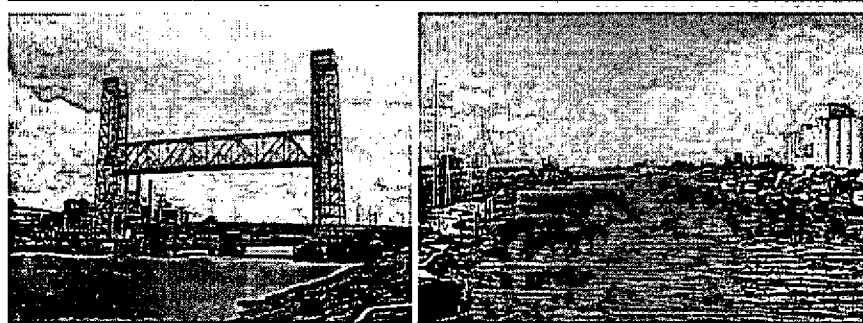
### Agency

US Department of the Army,  
Corps of Engineers, San  
Francisco District

### Projects Completed on Schedule and Within Budget

YES

BASIN Research Associates assisted the U.S. Army Corps of Engineers, San Francisco District (Corps) with a proposed transfer of federal property to the cities of Alameda and Oakland, Alameda County. The Corps is charged with overseeing, managing and protecting the navigable waterways of the United States. The Oakland Inner Harbor Tidal Canal (Tidal Canal) is one of these waterways and is a unique resource as the Canal, and the land facing on the Canal is federal property. The Corps intends to transfer the 1.8 mile long Tidal Canal and a 50-foot wide land strip on each bank to the two cities. In addition, the Corps intends to transfer ownership of the Fruitvale Avenue Railroad Bridge to the County of Alameda. Both properties are excess to Government needs and authorization to transfer the resources has been granted by an Act of Congress.



BASIN helped the Corps comply with the regulatory requirements of the Department of the Army with regard to cultural resources (historic properties). The Corps is mandated to complete the federal regulatory requirements for cultural resources pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966 (as amended) (16 U.S.C. § 470f and 470h-2) and its implementing regulations 36 CFR Part 800. The Corps was required to identify and evaluate the Tidal Canal (Oakland Estuary), the Fruitvale Avenue Railroad Bridge, and any structures and docks as well as buildings and submerged resources within the Area of Potential Effects (APE) which included the Tidal Canal and the 50-foot wide band of federal property on each bank of the canal for historic properties that appear eligible for the National Register of Historic Places.

BASIN completed archival research for both land and submerged cultural resources as well as physical reviews of the land resources and an interpretive analysis of remote sensing data for underwater resources to identify and assess the potential impact of the project on known and/or predicted historic properties. A project GIS was developed to show federal property and encroachment onto federal lands by private parties along the Canal for future management. Preliminary judgmental determinations of resource eligibility for the National Register of Historic Places were developed for each resource encroaching on the Canal. The results of the identification and evaluation effort were presented in a summary document with three accompanying technical reports focused on the Canal, submerged cultural resources, and the railroad bridge. Recommendations for additional research were developed with an emphasis on the submerged cultural resources identified during the archival review and analysis of remote sensing data.

## **TAB D FEES**

A proposed hourly rate schedule for two years with potential other direct or out of pocket costs for Basin Research Associates and our subconsultants is included in the Fee Envelope.



**FEE EXHIBIT**  
**BASIN RESEARCH ASSOCIATES, INC.**  
**PERSONNEL AND MATERIAL RATES**  
 Effective to July 1, 2018

**PERSONNEL**<sup>1,2</sup>

Principal Investigator, M.A./PhD	\$138.00 hr
Research Scientist, M.A./PhD.	\$127.00 hr

**Staff (Non-Exempt)**

Archaeologist (M.A.)	\$80.00 hr
Archaeologist Technician (B.A.)	\$75.00 hr
GIS/Graphics	\$90.00 hr
Administrative/Clerical	\$67.00 hr

**LOGISTICS**

Transportation - \$0.54 per mile (or current IRS reimbursement) for company 2WD compact trucks and company automobiles without field equipment; vehicle charges + applicable mileage, fuel, etc. costs for any rental vehicles. Vehicle use shall be charged at the lesser of miles actually driven or the distance from the San Leandro company office to the jobsite times the current IRS allowable mileage rate. Note: Archaeology Field/Lab Truck (fully equipped with typical field equipment = flat rate of \$100.00 per day within Bay Area counties).

Per Diem/Lodging - Current GSA/CONUS rates for locale + local taxes/fees.

**OTHER EXPENSES**

**Architectural Historian and Historian** - \$127 per hour + expenses ((invoiced at 110% of cost)

**Paleontologist** - \$122 per hour + expenses (invoiced at 110% of cost)

**Native American Consultants** - rate as negotiated with Native Americans. Est. \$75-\$85 per hour (4 hour minimum) + expenses (invoiced at 110% of cost)

**Archive Fees** - as billed by archive. Anticipated minimum fee for California Historical Resources Information System (CHRIS) is \$150.00 per hour (billed in hourly increments; special surcharges apply for telephone searches, rapid response; extra map review, electronic file review, shape files, etc.) plus any labor and reproduction costs of any requested documents and maps. UC Museum of Paleontology fees not less than \$150 per consultation and dependent on extent of records use.

**Curation/Museum Fees** - as billed by repository accepting collection. Costs can range from \$500 to \$1500 per cubic foot not including preparation costs for curation (e.g., special packing, acid-free containers, etc.).

**Other Costs** - For example, heavy equipment charges including move-in and fuel surcharges; traffic control; shoring services; reproduction (including in-house copy at 0.10 page for monochrome; color copy in-house \$1.00, plots 0.75 per square foot, photographic (film and processing), expendable field supplies, lab materials; postage/courier fees; special insurance requirements; etc.

**SPECIAL SERVICES**

**Deposition and Expert Witness Testimony (Principal)** - 1.5 times regular bill rate; minimum 4 hour charge + preparation time at standard billing rates. Expenses invoiced at 110% of cost.

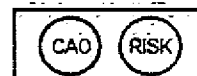
**Public Meeting Attendance (Principal)** - 1.5 times regular bill rate; minimum 4 hour charge + preparation time at standard billing rates. Expenses invoiced at 110% of cost.

**TERMS OF PAYMENT**

Net 35 Days

**NOTES**

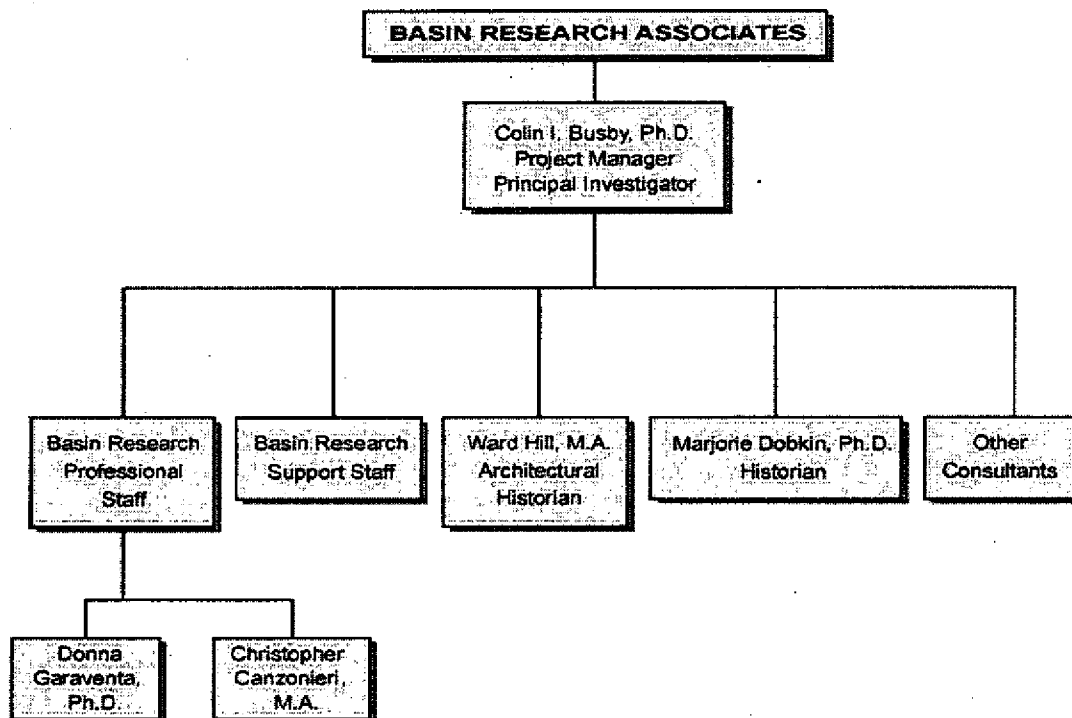
1. Field time is charged in four-hour increments. Overtime for non-exempt staff is in accordance with state regulation and will be charged at 1.5/2.0 base rate.
2. Rates after expiration shall be subject to adjustment for new rate period with adjustment based on the CPI Index for the general Bay Area.



managers will be provided with appropriate telephone numbers or email addresses if they wish to check on progress with any of the team and outside specialists.

### **Capacity**

BASIN's previous experiences with various on-call contracts with several public agencies in regard to supplying cultural resources services for several projects suggest that the current staff capacity and available outside discipline specialists are adequate to meet potential service requests. Scheduling of staff to meet deadlines has been tight on certain projects due to the need for both additional Principal involvement and an increase in project requirements due to regulatory agency changes to APE maps and concomitant changes in the anticipated research. However, every effort has been made to meet client and agency deadlines and budgets and in general these have been successful. BASIN maintains a list of "on-call" archaeologists for temporary field work to assist permanent staff. At present, BASIN is exploring a "mutual aid" with another consultant that will result in an additional reservoir of cultural resources specialists available to meet stresses.



PROJECT ORGANIZATIONAL CHART

### **Scheduling**

The ability to develop and adhere to a schedule is critical in archaeological compliance studies. Clients must ensure that regulatory requirements for cultural resources are completed. The identification, evaluation, and treatment of archaeological resources must be accomplished early in the planning process, preferably prior to final design and construction. Delays often have a