

**RESOLUTION NO.**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH FAR WESTERN, ANTHROPOLOGICAL RESEARCH GROUP, INC. FOR THE PREPARATION OF AN ARCHEOLOGICAL STUDY OF DUNPHY PARK

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**WHEREAS**, in 2017 the City of Sausalito entered into an agreement with RHAA Architect to design improvements for Dunphy Park; and

**WHEREAS**, the permitting process for the Dunphy Park improvements included consultation with the Army Corp of Engineers; and

**WHEREAS**, the Army Corp of Engineers' review also included a consultation with local tribal organizations to determine if archeological resources were present within the project boundaries; and

**WHEREAS**, the main park improvements located in the northerly section of the park were determined to have minimal archeological resources; and

**WHEREAS**, an archeological study was determined to be necessary for the southerly section of the park prior to performing construction in this area; and

**WHEREAS**, the City of Sausalito received a proposal from Far Western, Anthropological Research Group, Inc. to develop a archeological study for the southern section of the park; and

**WHEREAS**, Far Western, Anthropological Research Group, Inc. is knowledgeable, is well qualified and has familiarity with this Dunphy Park project.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES:**

**Section 1.** The City Manager is authorized to execute the Professional Services Agreement (Exhibit A) with Far Western, Anthropological Research Group, Inc.

**Section 2.** The professional services agreement in an amount not to exceed \$48,848 is approved for performance of the services described in the Far Western, Anthropological Research Group, Inc. proposal (Exhibit B).

**RESOLUTION PASSED AND ADOPTED**, at the regular meeting of the Sausalito City Council on the 12<sup>th</sup> day of November, 2020, by the following vote:

AYES: Councilmember:  
NOES: Councilmember:  
ABSENT: Councilmember:  
ABSTAIN: Councilmember:

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Joe Burns  
MAYOR

ATTEST:

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SERGE AVILA  
CITY CLERK

**EXHIBITS**

- A. Professional Services Agreement
- B. Proposal from Far Western, Anthropological Research Group, Inc.

## EXHIBIT A: DRAFT PROFESSIONAL SERVICES AGREEMENT

### CITY OF SAUSALITO PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Far Western Anthropological Research Group, Inc (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

#### Section 1. Scope of Work

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so. The person responsible for the Work is Cassidy DeBaker, Principal Investigator.

#### **Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

#### **Section 4. Compensation.**

In consideration of the performance of the Work Consultant shall be compensated in accordance with the fee schedule attached hereto as Exhibit B. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

## **Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

## **Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

## **Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

## **Section 8. Indemnification.**

### **Indemnity for Professional Liability:**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.

### **Indemnity for Other Than Professional Liability:**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and

costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

## **Section 9. Insurance.**

### **Professional Liability Insurance**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

### **General Liability**

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

### **Auto Liability**

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

### **Workers' Compensation**

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

## **Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 12. Consultant Conflict of Interest.**

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

**Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

**Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity.

**Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

approved as to form:

Mary Anne Wagner  
City Attorney





## EXHIBIT B

### Scope of Services and Rate Schedule



August 27, 2019

Carrie Lukacic  
Principal Environmental Planner/Project Manager  
Prunuske Chatham, Inc.  
400 Morris Street, Suite G  
Sebastopol, CA 95472

Loren Umbertis  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

*Re: Archaeological Resources Services for Dunphy Park Project and Evaluation of P-21-002670, City of Sausalito, Marin County, California.*

Dear Carrie and Loren:

Far Western Anthropological Research Group, Inc., (Far Western) is pleased to submit this scope and fee to provide archaeological monitoring during soil sampling efforts for the *Dunphy Park Project in the city of Sausalito, Marin County, California*. In addition, Far Western will evaluate archaeological site P-21-002670 (redeposited midden) for its potential for listing on the California Register of Historical Resources (California Register). The evaluation of the archaeological site, located on a parcel owned and operated by the City, is not part of the *Dunphy Park Project* and is considered a separate task at the request of the City with no state or federal regulatory requirements.

#### UNDERSTANDING OF THE PROJECT SCOPE OF WORK

Based on discussions and recent information from the City and Prunuske Chatham, Far Western understands that the archaeological services will involve two separate tasks: (1) archaeological resource documentation in the Main Park and (2) archaeological evaluation of site P-21-002670 located on a parcel owned and operated by the City (not part of the *Dunphy Park Project*).

- 1) **Field Recording in Main Park.** Far Western will work with the Federated Indians of Graton Rancheria (Graton) to document the locations of cultural materials that the Graton monitor previously identified during construction monitoring. Far Western will conduct additional archaeological documentation during the proposed soil sampling efforts if cultural resources are identified (see Task 2 below for details).
- 2) **Archaeological Evaluation.** The second task will include the following steps to evaluate P-21-002670 for its potential for listing in the California Register (see Task 3 below for details).

MAIN OFFICE: 2727 DEL RIO PLACE, SUITE A, DAVIS, CALIFORNIA 95618 • PHONE: 530-756-3341 • FAX: 530-756-0811  
BAY AREA BRANCH: 260 GATE 5 ROAD, SUITE 102, SAUSALITO, CA 94965 • PHONE: 415-413-1490  
DESERT BRANCH: 1180 CENTER POINT DRIVE, SUITE 103, HENDERSON, NEVADA 89074 • PHONE: 702-962-3691 • FAX: 702-962-3693  
GREAT BASIN BRANCH: 3659 RESEARCH WAY, SUITE 32, CARSON CITY, NEVADA 89706 • PHONE: 775-847-0223 • FAX: 775-895-7448

## EXHIBIT B (Continued)

### Scope of Services and Rate Schedule



- a. Survey the parcel for the presence of cultural material and assess the condition of the site and surrounding area since its original recordation.
- b. Evaluate P-21-002670 using a combination of techniques including the Institute for Canine Forensics (ICF) team to search for evidence of human remains and hand excavation to identify and evaluate subsurface archaeological deposits and materials.

#### **Task 1: Field Recording**

Far Western will work with Graton Tribal monitor David Carrio to document (via GPS) all the cultural materials previously identified during the initial construction phase. Artifact locations will be depicted and georeferenced on project maps and used to guide soil sampling monitoring and/or any subsequent project-related ground disturbance. Far Western will not be responsible for collecting, storing, or analyzing cultural materials. We will conduct limited infield analysis and document all finds using GPS and camera.

If additional cultural material is identified during Tribal monitoring, Far Western will be notified by the City and will assess the finds (up to two assessments) in the field and provide recommendations for additional steps should archaeological/Tribal cultural resources be identified. This scope of work does not address archaeological monitoring, testing, analysis, or mitigation efforts should significant cultural resources be identified. Far Western assumes that the City has been in coordination with the United States Army Corp of Engineers (USACE) regarding the previous archaeological discoveries for compliance with the project's Nation-Wide Permit. This task does not include consultation with USACE.

**Deliverable.** Far Western will update the existing Department of Parks and Recreation (DPR) Form for the resource to address the Tribal cultural resource finds during monitoring. The record will be filed with the Northwest Information Center, Rohnert Park. This task does not include any additional reporting efforts for compliance with Section 106 and California Environmental Quality Act.

#### **Task 2: California Register Evaluation of P-21-002670**

To evaluate site P-21-002670 for its potential eligibility for listing on the California Register, Far Western will include a methods section and brief research design in an Archaeological Work Plan that will incorporate Tribal information and perspectives regarding significance. We anticipate, for the purposes of this proposal, that Far Western will coordinate with ICF team in an effort to identify evidence of human remains and implement a subsurface archaeological testing program using hand/backhoe excavation to determine content, boundaries, and eligibility. This effort also includes a limited amount of lab work to process, catalogue, and analyze archaeological materials recovered during testing. Artifacts collected from the archaeological testing will be temporarily stored at the Far Western laboratory and the final disposition of the artifacts will be determined between the City and Graton. The cost for curation or reburial efforts is not included in this scope of work.

**Deliverable.** Far Western will prepare an Archaeological Work Plan that will be reviewed and approved by the City and Graton prior to testing. Once the subsurface testing is complete, Far Western will prepare an Archaeological Evaluation Report for P-21-002670 that will

## EXHIBIT B (Continued)

### Scope of Services and Rate Schedule



document consultation efforts with Graton, background information pertaining to the archaeological site, describe field methods and results, and evaluate the site for its potential listing in the California Register, including updates to the existing DPR form.

#### BUDGET AND SCHEDULE

Far Western will undertake this contract for a price not to exceed \$48,848.00 (see enclosed cost estimate). Far Western will initiate work within five business days of receipt of a signed contract and notice to proceed from the City. Final documents will be submitted within two weeks of receipt of comments. This schedule may alter should there be changes to the project area or plans.

#### ASSUMPTIONS

Far Western has prepared this scope of work with the following assumptions:

- Changes to the project area after the start of the fieldwork may result in additional costs.
- The draft reports will undergo one round of edits with the City.
- Far Western will submit electronic copies each of the draft and final report.
- Writing sections for any environmental document other than the cultural resources technical report is not included.
- Built environment resources, such as historic-era buildings and structures, will not be addressed.
- The property owner and City shall provide all necessary GIS data for the project.

If you have any questions, please contact Project Manager/Principal Investigator Cassidy DeBaker (cassidy@farwestern.com) at 415-250-1687. Thank you for your consideration.

Sincerely,

Cassidy DeBaker  
Principal Investigator

Enclosure: Cost Estimate

## EXHIBIT B (Continued)

### Scope of Services and Rate Schedule



Cost Proposal

PROJECT TITLE: Dunphy Park Project and Evaluation of P-21-002670

CONTRACTOR: City of Sausalito  
CONTRACTOR CONTACT: Loren Umbertis

Position/Classification	Employees Name	Contract Rate	TASK 1: FIELD RECORDING		TASK 2: TESTING AND EVALUATION		TOTAL	
			Hours	(\$)	Hours	(\$)	Hours	(\$)
Principal Investigator	Siskin, Barbra	\$ 160.61	-	\$ -	32	\$ 5,139	32	\$ 5,139
Principal Investigator	DeBaker, Cassidy	\$ 124.92	10	\$ 1,249	40	\$ 4,997	50	\$ 6,246
Principal Investigator	Wohlgemuth, Eric	\$ 107.48	-	\$ -	4	\$ 430	4	\$ 430
Principal Investigator	Ugan, Andrew	\$ 86.37	-	\$ -	32	\$ 2,764	32	\$ 2,764
Geoarchaeologist	Kajankoski, Phil	\$ 117.27	-	\$ -	72	\$ 8,443	72	\$ 8,443
GIS GIS Director	DeArmond, Shannon	\$ 101.97	1	\$ 102	16	\$ 1,632	17	\$ 1,733
GIS Assistant	Stots, Nicole	\$ 66.95	6	\$ 402	24	\$ 1,607	30	\$ 2,009
Lab Director	Harold, Laura	\$ 84.13	-	\$ -	8	\$ 673	8	\$ 673
Lab Assistant	Arpaia, Angela	\$ 68.83	-	\$ -	16	\$ 1,101	16	\$ 1,101
Lab Assistant	Eubanks, Jill	\$ 61.18	-	\$ -	16	\$ 979	16	\$ 979
Production Director	Downey, Daniel	\$ 110.28	1	\$ 110	8	\$ 882	9	\$ 993
Production Assistant	Montgomery, Kathleen	\$ 63.74	-	\$ -	10	\$ 637	10	\$ 637
Production Assistant	Pardee, Michael	\$ 63.74	2	\$ 127	24	\$ 1,530	26	\$ 1,657
Staff Archaeologist	Davis, Kathy	\$ 68.83	2	\$ 138	6	\$ 413	8	\$ 551
Staff Archaeologist	McWaters, Joshua	\$ 68.83	-	\$ -	40	\$ 2,753	40	\$ 2,753
Staff Archaeologist	Osterlye, Montserrat	\$ 68.83	16	\$ 1,101	10	\$ 688	26	\$ 1,790
Assistant Financial Analyst	Lopez, Estrella	\$ 68.83	1	\$ 69	3	\$ 207	4	\$ 275
<b>LABOR TOTAL</b>			<b>39</b>	<b>\$ 3,298</b>	<b>361</b>	<b>\$ 34,875</b>	<b>400</b>	<b>\$ 38,174</b>

Other Direct Costs	Unit	Unit Rate	Qty	(\$)	Qty	(\$)	TOTAL
Mileage	mile	\$ 0.58		\$ -	50	\$ 29	-
Private Utility Locator (per Hour)	hour	\$ 100.00		\$ -	4	\$ 400	-
Obsidian Hydration		\$ 17.50		\$ -	30	\$ 525	-
Radiocarbon		\$ 350.00		\$ -	3	\$ 1,050	-
AMS Radiocarbon		\$ 600.00		\$ -	2	\$ 1,200	-
Backhoe		\$ 150.00		\$ -	20	\$ 3,000	-
<b>SUBTOTAL DIRECT COSTS</b>				\$ -		\$ 6,204	-
<b>FEE ON DIRECT COSTS</b>		10%		\$ -		\$ 620	-
<b>TOTAL DIRECT COSTS</b>				\$ -		\$ 6,824	\$ 6,824

Fiscal Year 2019-2020

Rates valid until September 30, 2020.

A Cost of Living adjustment of up to three percent will be applied annually on October 1.

## EXHIBIT B (Continued)

### Scope of Services and Rate Schedule



**Cost Proposal**

PROJECT TITLE: Dunphy Park Project and Evaluation of P-21-002670

CONTRACTOR: City of Sausalito  
CONTRACTOR CONTACT: Loren Umbertis

Subconsultants	Unit	Unit Rate	Qty	(\$)	Qty	(\$)	TOTAL
Institute for Canine Forensics	at cost			\$ -		\$ 3,500	- 3,500
<b>SUBTOTAL SUBCONSULTANTS</b>				\$ -		\$ 3,500	- 3,500
<i>FEE ON SUBCONSULTANTS</i>		10%	-	\$ -	-	\$ 350	- 350
<b>SUBCONSULTANT TOTAL</b>				\$ -		\$ 3,850	\$ 3,850
<b>TOTAL PRICE</b>				\$ 3,298		\$ 45,550	\$ 48,848

Fiscal Year 2019-2020  
Rates valid until September 30, 2020.  
A Cost of Living adjustment of up to three percent will be applied annually on October 1.