

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 10th day of March, 2014 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and Pacific Legacy, Inc., 4919 Windplay Drive, Suite 4, El Dorado Hills, CA 95762, a California Corporation ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to prepare an ethnographic study and implement an archaeological data collection plan for the Fort Bragg Coastal Restoration and Trail Project; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on March 10, 2014, by Resolution No. _____-2014 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: 1) Ethnographic Study to include Phase I – Develop Outreach Plan, Phase II – Conduct Research, Phase III – Prepare Evaluation and Report, and Public Interpretation; 2) Implementation of the Archaeological Data Collection Plan ; 3) Reporting; 4) Curation and 5) ESA Action Plan. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on March 11, 2014 and expire on August 31, 2015, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$139,578.30 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by **June 30, 2015** (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement

term. The cost of such insurance must be included in the Consultant's proposal. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

e. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations

on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) Required insurance coverage must be primary insurance with respect to City and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by City may be called upon to contribute to a loss under the coverage.

f. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

g. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

h. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its

interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Community Development Director Marie Jones. Consultant representative for purposes of this Agreement will be Principal Investigator Rob Jackson. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Rob Jackson, Principal Investigator
Pacific Legacy, Inc.
4919 Windplay Drive, Suite 4
El Dorado Hills, California 95762

Any written notice to City shall be sent to:

Marie Jones, Community Development Director
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, California 95437

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California

Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be

entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: _____
Linda Ruffing
Its: City Manager

CONSULTANT

By: 
Rob Jackson
Its: Principal Investigator

ATTEST:

[Attach Notary Page]

By: _____
Cynthia M. VanWormer, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
David S. Warner, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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CONSULTANT

By: _____
Linda Ruffing
Its: City Manager


By: _____
Rob Jackson
Its: Principal Investigator

ATTEST:

[Attach Notary Page]

By: _____
Cynthia M. VanWormer, MMC
City Clerk

APPROVED AS TO FORM:

By:  _____
David S. Warner, City Attorney

Exhibits: Exhibit A – Consultant’s Proposal

5.0 Scope of Work

The following discussion of the Scope of Work adheres closely to the Request for Proposals and Data Collection Plan for the Fort Bragg Coastal Restoration and Trail Project whenever those documents identify specific excavation volumes and methods. The discussion follows the order of presentation in the Request for Proposals.

5.1 Ethnographic Study

The Scope of Work specifies that an ethnographic study will explore, identify, and characterize Traditional Cultural Properties (TCPs) (resources and landscapes) with cultural significance to Sherwood Valley Rancheria (SVR) within the project site and the broader Area of Potential Effects (APE) of the project consisting of roughly 425 acres.

As indicated in the RFP, the ethnographic study will focus on SVR representatives and members, with opportunities for other tribal groups to provide input on the study. Specific requirements in the Scope of Work are referenced below, but details are not repeated in the interest of brevity and ease of review.

Phase I – Develop Outreach Plan

A first order of work will be the identification of the SVR and City of Fort Bragg members of the steering committee. We assume that the City will determine the appropriate member(s) to represent the City's interests. Ms. Renick should take the lead coordinating with the SVR Tribal Council in the identification of committee members. These members will review ethnographic study work products. Pacific Legacy's ethnographic team will meet with the project steering committee for a project kick-off meeting and develop/review the process by which the ethnographic study will take place.

The Outreach Plan should be influenced by the composition of the intended audience and SVR and other Tribal members that will be interviewed during the study (maximum of 40). Ms. Renick and Dr. Tiley will develop a list of interview candidates and information sources that will fuel the study. The steering committee will review the list, consult with other SVR Tribal members as needed, and add other candidates (consultants) to the list. In addition to SVR Tribal members, individuals from other tribes may be included on the list of consultants if the steering committee and interviews with SVR tribal members identify members of other tribes as important sources of information. The Outreach Plan will identify the potential consultants and information sources for the study and establish priorities and alternatives, in the event that some Tribal members are unavailable or unwilling to participate. The Plan will also identify protocols between the City, Pacific Legacy ethnographers, and SVR for tribal contact, interviews and literature research.

As stated in the RFP, the Outreach Plan and protocol will include a discussion of informed consent for data collection and treatment of sensitive or confidential information. The Plan will also include a schedule of meetings with the steering committee (including the City and SVR representatives) throughout the duration of the study.

One proposed deliverable to SVR will be copies of all ethnographic, ethnohistoric, and resource literature that is not already in the Tribe's possession. As Tribal historian, Ms. Renick should lead the effort in identifying these data needs. The draft Outreach Plan will be reviewed by the project

steering committee, including both City and SVR members, and revised as needed before proceeding with the study.

Phase II – Conduct Research

The research phase of the study will include two components: review of background literature, and interviews. The RFP (page 4) identifies several key literature sources that will be supplemented by sources identified in the Outreach Plan. The literature research will provide a context for the evaluation and identification of Traditional Cultural Properties, and the information gleaned from literature will be used in the interview component of the research. SVR's tribal archives will also be visited. In addition to known sources, Dr. Tiley and Ms. Renick will travel to the National Archives at San Bruno to identify relevant Bureau of Indian Affairs and other agency files pertinent to the study.

Consultants identified in the Outreach Plan will be interviewed according to approved protocols. Although specific approaches to documenting the interviews must await approval by the steering committee, certain technologies are suggested. Digital video/audio recording, if approved, will provide an efficient means of documenting the interviews and creating an enduring visual legacy record of stories, while testimony regarding TCPs will provide important documentation for the Tribe. It also may be edited to create a public educational video that conveys the heritage values and places of importance to the Tribe. Video and audio recordings will be managed and disposed following the protocols of the Outreach Plan, and with the consent of individual consultants. Video and audio recordings may be reviewed by the SVR members of the steering committee to ensure that sensitive and confidential information is identified and not disclosed, as they direct.

Field visits. Interviews may be followed by field visits to identified properties of traditional cultural importance, if landowner permission is granted. Sometimes collective visits evoke or prompt memories and information that is not forthcoming during individual interviews. Properties of potential traditional cultural importance that can be accessed will be photographically recorded on TCP Records and the qualities and environmental characteristics contributing to the importance, use, and appreciation of those properties will be identified and documented. The location and boundaries of potential properties of traditional cultural importance will be recorded with a geographic positioning system (GPS). However, documentation will be treated in strict accordance with the protocols for the treatment of sensitive and confidential information. Dr. Tiley and Ms. Renick will perform the interviews. This is suggested because the sensitive nature of some of the places might make discussion with Ms. Renick more comfortable, and there is cost savings because there is less travel involved for her. The ethnographers will maintain detailed records of tribal contacts, comments, and concerns throughout the duration of the project.

Phase III – Prepare Evaluation and Report

A draft report meeting the City's and SVR's requirements will be produced, followed by a final report based on one set of comments that include the City's and SVR's recommended edits/changes. The ethnographic report will present the culture of the Coast people both graphically and in writing. The report provides background and context for the identification of Traditional Cultural Properties within the APE, including an overview of the terrain, climate, and habitat of historic and current Native American occupation and practices, the use of properties and resources at project sites and the APE, the concerns expressed by tribal members, and the place of this landscape in the lives of past and present Pomo people. Specifically, the report will record all stories and place-meaning of sites including the documentation of the impact of colonial contact

(Russian, Spanish, French, American) and Native American removal and displacement before, during, and after the establishment of the Mendocino Indian Reservation. This information will be used to identify potential properties of traditional cultural importance, and to present the landscape and its uses from the viewpoint of Coast Pomo people. This overview will consider State context documents and other information on types of traditional cultural properties typically encountered in the region.

The report will identify the need for further ethnographic work to evaluate potential Traditional Cultural Properties identified through previous archaeological work, Tribal site visits, and the literature search.

Public Interpretation

The ESA Action Plan included in the Data Collection Plan identifies a draft and final interpretive booklet to be completed by the Ethnographer and Principal Investigator, with assistance from SVR. The technical reports for the ethnographic and archaeological studies will provide the data for this booklet. Pacific Legacy's team ethnographer, Dr. Shelly Tiley, has considerable experience with the production of interpretive media, including public interpretive booklets and videos. In fact, she recently (2014) completed a film called "Breaking New Ground" about the relationship between Native Americans and archaeologists.

In addition, we have strong associations with professional interpretive specialists that could be brought to service for such a product. These associates include Historic Insight in Silver City, Nevada. Historic Insight bridges the gap between studying history and archaeology and sharing this knowledge with the public. Historic Insight's Erich Obermayr has authored works of fiction and numerous newspaper and magazine articles. He recently completed several well-received booklets and web publications on California and Nevada transportation history, fulfilling mitigation requirements for a number of major cultural resource management projects. The web address is as follows (<http://www.historicinsight.com/services.htm>).

Pacific Legacy also works with LOKI Interpretive Group, based in Mill Valley, California. LOKI offers innovative and artful solutions for interpreting cultural landscapes, historic sites, and the natural environment. Their services include interpretive planning, Exhibit development, and educational media (<http://www.lokiinterpretivegroup.com/contact.html>).

The development of an interpretive booklet is not included in Pacific Legacy's cost proposal. Such a service could be negotiated as a discretionary task, should the City desire it. Both Dr. Tiley and Mr. Van Bueren will look for opportunities to collect information and graphical material during their respective studies that will lend to the development of an interpretive booklet.

5.2 Implementation of the Archaeological Data Collection Plan

The Scope of Work for this portion of the project includes implementation of the Data Collection Plan prepared by Van Bueren (2014) and development of a long-term monitoring plan. The City anticipates a fast timeline for the project that would include completion of the data collection portion of the work as soon as possible in the spring/summer of 2014. Timing is therefore of the essence for implementing the Data Collection Plan prior to construction in the areas where impacts may occur, although the City has redesigned the project to avoid impacts to cultural resources where feasible. All mitigation (data collection) will be limited to the portion of each site where avoidance is not feasible.

Archaeological Fieldwork Objectives

The data recovery program is structured to recover a reasonable sample of the data contained in archaeological deposits subject to project impacts (Van Bueren 2014:66). The Request for Proposals (page 6) specifies that the Data Collection Plan requires:

1. Up to four cubic meters of excavation for data collection in two prehistoric sites. This data collection will take place in an area where two culverts will be removed and replaced with slightly larger culverts (6 inches wider) at the same depth and orientation. As these sites may already be heavily disturbed (from the original placement of the culverts) it is uncertain if intact cultural resource deposits will be found.
2. Up to 16 S1P units of 50 x 50 cm to ascertain the level of existing cover over Site P-23-3772 and to determine if deposits exist in two other locations.

The scientific excavation proposed in the Data Collection Plan on Page 67 (Table 7) to address the direct impacts of the project at two historical resources is summarized in Table 1. Pacific Legacy's approach to data recovery is described below, consistent with these objectives.

Table 1. Proposed Archaeological Excavation¹ (from Van Bueren 2014:67, Table 7).

Primary # (P-23-)	Trinomia I (CA-MEN-)	Existing Fill Cover	Cultural Deposit Thickness	Impacted Cultural Deposit	Proposed Mitigation		
					S1P Units (50x50 cm)	CME Units (1x2m)	Maximum Sample of Intact Deposit ²
2900	407	0-40 cm	up to 70 cm	6.5 m ³	None	2	1.5 m ³
2901	408	0-40 cm	up to 90 cm	6.1 m ³	None	2	1.5 m ³
3772	3138.H	0-30 cm	up to 120 cm	?	1 (1x1 m) 60 cm deep	Revise project to avoid intact deposit as necessary	
Northern Stairway		20-30 cm	None known	?	2		
South of 2904		0-40 cm	None known	?	10	Revise project to avoid intact deposit or sample w/CME Units	
Total				12.6 m ³	16	4	3.0 m ³

¹ See text discussion for definition of methods used for the two types of units.

² This volume does not include disturbed fill that will need to be removed to gain access

Native American Participation

Pacific Legacy will retain the services of a Native American monitor for the fieldwork. The identity and tribal affiliation of the monitor will be determined as a result of the consultation noted in the Data Collection Plan. Pacific Legacy has assisted in deliberations with many Native American groups regarding land use projects that affect their ancestral lands. We have worked with SVR on the Willits Bypass Project and we have prepared many burial agreements. We commonly work with or retain the services of Native American monitors throughout northern California. We have had an excellent relationship with the Native American Heritage Commission in Sacramento for more than 25 years on a great number of projects, offering *pro bono* services to the Commission when asked.

Preparation and Mobilization

Mr. Van Bueren, the author of the Data Collection Plan, will serve as Pacific Legacy's PI. He is already intimately familiar with each site, information gaps and data needs at each site, and is therefore in the best possible position to efficiently develop site-specific sampling strategies and implement the Data Collection Plan. The PI will review final project plans and specifications before initiating fieldwork to prepare a detailed data recovery strategy for each site.

Pacific Legacy staff will assist in other preparations, as needed, such as: hiring a Native American monitors; working with SVR; and arranging for crew lodging, a portable toilet, etc. Local and Mendocino County businesses will be patronized for the purchase and/or rental of equipment, materials, and services. Preparation for the fieldwork will also include mobilizing equipment and staff to complete the work in an efficient and expeditious manner. All archaeological personnel will meet the minimum standards for crew set forth in the Data Collection Plan. A Native American monitor or monitors will be hired to participate in the full duration of the excavation work.

Mr. Van Bueren will lead a professional archaeological field crew composed of six experienced professionals (two CRS 3 Supervisors and four CRS 2 Senior Technicians) with experience in northern California, and in particular North Coast Range and coastal archaeology. Security overnight and on weekends is a particular concern, where access to and trespass on the archaeological sites and construction area is relatively easy. Pacific Legacy will strive to close open trenches as quickly as possible and minimize overnight and weekend hazards. Appropriate security arrangements may include completing opened excavations within a single day, covering them with trench plates at night, or other reasonable methods that preclude looting or hazards to the public. The City will supply a backhoe and trench plates that can be used to protect open excavations at night and reopen them the next morning.

The Data Collection Plan indicates a very low potential for encountering human remains during the archaeological fieldwork. If such remains are found, the City and SVR will follow a process for handling remains defined in an existing MOU. A copy of the MOU will be provided to Pacific Legacy upon execution of a contract with the City.

Excavation Methods

The Data Collection Plan identifies a variety of methods to be used during fieldwork for the project. These methods are common to archaeological fieldwork, and Pacific Legacy crews have used these methods literally hundreds of times to conduct archaeological evaluations and data recovery projects. Rather than reiterate the excellent and detailed description of methods provided in the Data Collection Plan, Pacific Legacy under the guidance of PI Thad Van Bueren acknowledges and will adhere to the field methods described in pages 69-71 including excavation procedures, sampling protocols, mapping and photography, and compliance with the MOU between the City and SVR should human remains be encountered.

The specific mix of methods applied to any particular archaeological site should evolve with new information that is forthcoming as the investigation proceeds, although within the overall specifications and framework of the Data Collection Plan. This concept is clearly identified in the Data Collection Plan, as initial results of exploratory excavation such as Shovel Test Pits (STPs) will guide the placement of Controlled Manual Excavation (CMEs) units.

Asphalt and historic gravel fill layers will be removed either with mechanical excavation by a backhoe or other suitable means in areas where manual excavation is planned. Asphalt will be removed by City Public Works staff as needed during the fieldwork. The mechanical excavation of such overburden layers will be subject to archaeological and Native American monitoring.

Mapping

Pacific Legacy's data recovery work and reporting will be facilitated by GIS mapping of project components, previous archaeological work, and GPS recording of data recovery excavations. We hope to obtain GIS data from the City and any GIS data or shape files that plot previous archaeological excavations within the project area. Such data are important to ensure that data recovery work does not inadvertently excavate at locations of previous archaeological work, and data recovery instead focuses accurately on locations of unavoidable adverse effects of the undertaking on the Fort Bragg Native American Archaeological District. Pacific Legacy retains staff with considerable GIS expertise capable of all needed mapping and graphic production. We have used GIS to discriminate between archaeological sites in dense and closely spaced archaeological site distributions with great success.

Laboratory Work

Pacific Legacy has dedicated laboratory facilities in our Berkeley and El Dorado Hills offices. Both are capable of processing large collections and providing temporary curation of hundreds of archive boxes in secure and controlled environments. We routinely process archaeological collections consisting of hundreds of thousands of artifacts. Pacific Legacy will catalog the recovered materials in accordance with the Data Collection Plan as described in pages 72-74 and the particular requirements of the designated curation facility. The artifact catalog will be generated using translatable computer database software (Microsoft Access®) and entered into an Excel file. The catalog database will be structured to include necessary fields, such as accession and specimen numbers, provenience, artifact data, and items noted in the field but not retained.

Specific cataloging methods identified in the Data Collection Plan (pgs. 72-73) will be followed, including adherence to the hierarchical system of functional classifications developed by South (1977) for historical materials and more recently expanded to include traditional Native American artifacts. Indigenous artifacts will be classified by general type and functional type according to accepted regional classifications and categories, including those authored by Bennyhoff and Hughes (1987) and Fredrickson (1984).

Specialized Analyses

The Data Collection Plan describes a series of special studies that shall be conducted on recovered archaeological materials from the Fort Bragg Coastal Restoration and Trail Project. Pacific Legacy will ensure that radiocarbon dating, analysis of obsidian source and hydration, floral and faunal remains, artifact manufacture processes, and additional studies are conducted as appropriate (e.g., protein residue, phytolith, microwear, pollen, stable isotope, etc.), following, at a minimum, the methods and data requirements described in the Data Collection Plan (pages 74-77). Pacific Legacy offers several in-house technical capabilities including obsidian hydration dating, lithic technology (artifact manufacture processes, faunal analysis including shellfish identification, GPS/GIS integration, and human osteology. Our staff is experienced in both prehistoric and historic artifact

identification and analysis. Some specialized analyses of recovered samples and classes of material will be conducted by recognized experts, such as radiocarbon analysis and obsidian source determination.

It is important to note that the types and amount of laboratory work for the Coastal Trail Project archaeological sites will depend upon the nature of recovered archaeological materials. Some types of analysis (even those specified in the Data Collection Plan) may not be necessary. For instance, radiocarbon dating of charcoal may not be warranted unless carbon samples are found in reliable archaeological context that allow the dating of archaeological assemblages or strata. In such a circumstance, carbonized wood rather than other datable organic materials such as shell or faunal bone will be sought, and wood identification may be used to ensure that old, non-cultural relict wood is not subject to radiocarbon dating. Conversely, certain types of analysis may warrant greater sampling if materials are found in appropriate contexts. Some flexibility in shifting amounts between categories may be warranted.

Obsidian studies are likely to be important. The obsidian sources that are most likely to occur in the greatest abundance at the project sites (Clear Lake and Napa) are visually distinctive. The entire obsidian sample will first be visually sorted; a sample of specimens will then be characterized by x-ray fluorescence analysis to confirm geological sources and assess trade patterns, cultural displacement, and the calibration of hydration rims. Sample selection may draw upon materials obtained during prior studies to integrate past research. Hydration rims will also be measured on all samples large enough to be sourced by XRF to interpret the chronology of occupations at each site, as well as identify temporal components and mixing of deposits. Hydration measurements will be paired with radiocarbon assays when possible, particularly if discrete features are recovered. A sample of up to 60 XRF/hydration pairs will be analyzed, assuming that this many suitable specimens are found.

The study of artifact manufacturing processes will involve identifying local versus imported materials and tool making strategies, with particular attention on the Franciscan chert outcrop near Soldier Point. Flaked stone analysis will use the reduction sequence established by Callahan (1979) and summarized by Bloomer (1992). Debitage analysis will primarily follow methods defined by Jackson (1988) and others.

Floral and faunal analysis will be conducted according to specifications of the Data Collection Plan (pages 75-76). This includes the characterization of botanical remains by abundance (Number of Individual Specimens or NISP) or simple presence. Vertebrate remains will be identified by NISP to the most specific taxon possible and fully characterized, including calculation of minimum number of individuals (MNI) to determine meat yield. The analysis of shell recovered from the project sites will include identification, sampling strategies, and calculations of meat yield from shell weight (e.g., Erlandson 1994). Assessing the habitat and seasonality of site use will involve study of collections from other investigated sites of comparable age in the vicinity of Fort Bragg.

Construction Monitoring

The Data Collection Plan (page 77) calls for monitoring by archaeological and Native American personnel before, during, and after construction and restoration activities, and periodic inspections of Environmental Sensitive Areas (ESAs) for four years after project completion. Appendix A of the Data Collection Plan presents the ESA Action Plan to guide all phases of construction

monitoring; Appendix B provides maps of areas requiring monitoring during construction; and Appendix D contains maps showing estimated fill depths for use in determining areas where monitoring is necessary.

The City has indicated that construction and post-construction monitoring are activities that will not be funded under Pacific Legacy's scope of work.

5.3 Reporting

Comprehensive Technical Report

Pacific Legacy, headed by Mr. Van Bueren as PI, will produce a comprehensive technical report that integrates the findings and interpretations of the ethnohistoric research, archaeological data recovery, and construction monitoring activities. The report will be prepared in collaboration with SVR and shall meet the content requirements of the Secretary of Interior's Standards for Archeological Documentation and the Office of Historic Preservation's Archeological Resource Management Reports: Recommended Contents and Format (OHP 1990). The OHP guideline for reporting was developed by Pacific Legacy's Robert Jackson when serving as State Archaeologist at the OHP.

The draft report will be submitted for review by the City and SVR and all comments will be taken into account and addressed in the final report. The final report will be filed at the Northwest Information Center of the California Historical Resources Information System, SHPO, the City of Fort Bragg Community Development Department, and SVR. The report will remain a confidential document to ensure resource locations are protected from public scrutiny and potential looting.

Public Interpretation

At least two interpretive products are anticipated as outcomes of implementation of the Data Collection Plan, as specified on page 78. These include the creation of interpretive panels to be installed within the ADI as features of the newly constructed project, and the second product will be a non-technical public document or web site that focuses on the major findings and interpretations from the investigation. The City in consultation with SVR will specify which alternative, if any, is desired, separate from Pacific Legacy's scope of services..

Pacific Legacy has considerable experience in producing public interpretation documents. One of our recent products, prepared for a Caltrans project on Highway 49 in El Dorado County, describes the history of a small gold mining community from 1850 through the depression era, titled *Logtown: The Legacy of Ordinary Places (2011)*. The development of interpretive products is not included in the RFP and is assumed to be outside the scope of this contract.

5.4 Curation

As stated in the Data Collection Plan (pages 78-79), not all materials collected from historical resources during the fieldwork will be worthy of long term curation. It is widely recognized as appropriate to reduce the size of collections prior to permanent curation (OHP 1993; Praetzelis and Costello 2002; Society for Historical Archaeology 1993). Based on the 2007 Phase II excavations, we anticipate that CA-MEN-408 and CA-MEN-3138 will yield large quantities of shellfish remains that will warrant field sampling. Even with field samples to reduce bulk and quantities, sub-

sampling may be necessary for analysis. In addition, depending on the size of the field collection, criteria may developed for the disposal of excessive shellfish or other ecofactual or dietary remains that occur in overabundance in order to reduce curation costs for materials that provide only redundant information.

A discard policy will be implemented and directed by the PI following completion of laboratory work and specialized analyses. The PI will also consult with SVR representatives about materials that may have ritual significance or possible educational value. As specified by the Data Collection Plan, sacred objects and objects of traditional spiritual or ceremonial significance identified by the SVR monitor during the fieldwork will not be collected. Instead they will be turned over to the SVR monitor after they are measured, described, and photographed. The PI will determine what materials are permanently retained while taking into consideration the responses from SVR and criteria described in the Data Collection Plan. Materials that will not be curated will be returned to SVR representatives, as specified by the Data Collection Plan (page 78).

Pacific Legacy's cost estimate assumes that one archive box will be curated permanently. This quantity is likely sufficient for the collection obtained during data recovery, particularly if sampling, subsampling, and discard policies are implemented.

5.5 ESA Action Plan

As noted earlier in this proposal, implementation of construction and post-construction monitoring will be funded independent of Pacific Legacy's scope of work with the City.

6.0 Budget and Schedule of Charges

Pacific Legacy offers a Time & Materials/Not-to Exceed cost proposal of \$171,730.80 to complete the Ethnographic Study and Archaeological Data Collection Program for the Fort Bragg Coastal Restoration and Trail Project. We have structured our proposal to provide economical use of exceptionally qualified staff. A spreadsheet listing all tasks, labor classifications, labor rates, and other costs is provided as Attachment 2 to this proposal. Following is a description of personnel labor rates and job classifications.

Position	Hourly Burdened Rate
Cultural Resources Specialist 7/Principal & Project Manager, R. Jackson	\$178.60
Cultural Resources Specialist 6/Principal Investigator, T. Van Bueren	\$116.00
Ethnographer Subconsultant, Dr. S. Tiley	\$ 86.46
Sherwood Valley Rancheria Native American Advisor/Consultant, H. Renick	\$ 70.00
Sherwood Valley Rancheria Native American Monitor	\$ 50.00
Contract Manager, L. Manfree	\$ 97.10
Cultural Resource Specialist 4, Geoarchaeologist/GIS, G. Dalldorf	\$ 84.00
Cultural Resource Specialist 3, Supervisor	\$ 71.30
Cultural Resources Specialist 2	\$ 54.70
Administrative Assistant	\$ 58.00

Other Costs

The spreadsheet attached to this proposal lists all anticipated non-labor costs, including travel reimbursement. Costs are standard and consistent with state and federal rates (e.g. mileage reimbursement, food and lodging) or they are estimates based on rates that are typically charged by vendors and suppliers (e.g., radiocarbon dating, obsidian source and hydration analysis, etc.). Many costs, such as equipment charges and internal photocopies, are accommodated by Pacific Legacy's overhead.

Job Description Summaries

Following is a summary of job descriptions extracted and edited down from Pacific Legacy's administrative record, including the Pacific Legacy Employee Handbook. These descriptions are limited to technical staff rather than administrative staff who have limited hours in the proposed project.

Cultural Resources Specialist 7/Principal and Project Manager

The CRS 7 holds an M.A./M.S. or Ph.D. in Cultural Resource Management (CRM)-related discipline, has a minimum of 10 years CRM or related experience in senior manager/Principal Investigator capacity, and has comprehensive business and professional experience appropriate to the management of Pacific Legacy. The CRS 7 is a corporate director/division manager and formulates and implements corporate business strategies and programs. Has authority to manage, represent and bind the company contractually and in accordance with the corporate By-laws;

manages multiple technical projects as a Principal Investigator; and directs all subordinate levels of specialists and project personnel. Actively markets, writes proposals, and promotes business including risk assessments; and participates in establishing and implementing corporate Policies and Procedures. Responsible for thorough understandings of Pacific Legacy's business operations, and maintains comprehensive expert understanding of relevant statutes, regulations, ordinances and other legal directives pertinent to the business and professional operations of the company. Ultimately responsible for compliance with all contract conditions, profitability, and quality control for projects within division.

Cultural Resources Specialist 6/Corporate Manager

The CRS 6 holds an M.A./M.S. or Ph.D. in CRM-related discipline and has a minimum of eight years CRM or related experience including 6 years in supervisory/ Principal Investigator capacity. Has demonstrated CRM business acumen; the CRS 6 is a Principal Investigator and may be a corporate manager. Establishes and effectively communicates overall objectives and standards for business and professional performance to staff. Assigns responsibilities for project and task management and directly supervises subordinate Pacific Legacy staff. Proactive in contributing to corporate policies and procedures, and is capable of managing multiple projects as a Principal Investigator. Has authority to hire/terminate employees in accordance with Pacific Legacy policies and applicable law, and provides performance oversight for subordinate staff. Manages multiple, complex projects and capable of preparing complex regulatory compliance documents including, for example, Programmatic Agreements and Memoranda of Agreement, historic preservation plans, etc. Capable of meeting and negotiating with senior government agency representatives, clients and others at a peer level regarding regulatory compliance issues. The CRS 6 is responsible for compliance with all contract conditions for assigned projects and the quality control on all assigned projects.

Cultural Resources Specialist 4

The CRS 4 holds an M.A./M.S. or Ph.D. in CRM-related discipline and has a minimum of four years CRM or related experience including two years supervisory. The CRS 4 is expert in a technical or regulatory aspect of CRM with demonstrated expertise in fieldwork in diverse geographical areas and working with archaeological collections from various geographical areas appropriate to Pacific Legacy's operations. Expert in at least one area of technical specialization (e.g., lithic analysis, faunal analysis, obsidian hydration dating, osteology, etc.) or cultural resource regulatory compliance; has directed multiple staff working on multiple simultaneous projects; and has demonstrated writing and other communications skills. Regularly manages technical and fiscal aspects of projects and project personnel during all project phases: pre-field, field, laboratory, analysis and reporting for survey/inventory, extended survey, evaluation, and treatment or mitigation projects. The CRS 4 is able to work independently on multiple complex tasks and to communicate regularly and effectively with senior and junior staff. Develops and refines research designs, scopes of work, report contents, conducts and/or directs necessary analysis, contributes major written sections, and monitors quality control for fieldwork, lab analysis, writing and production (graphics, technical review, editing, etc.).

Cultural Resources Specialist 3

The CRS 3 holds an M.A./M.S. or Ph.D. in CRM-related discipline and has a minimum of three years CRM or related experience including 12 months supervisory. The CRS 3 is experienced in fieldwork in multiple geographic areas and is expected to be proficient in at least one area of technical specialization (e.g., lithic analysis, faunal analysis, obsidian hydration dating, osteology, soils, geomorphology, GIS, etc.). Has demonstrated effective writing skills appropriate to CRM

reports and other written products and manages projects and project personnel during one or more project phases: pre-field, field, laboratory, analysis and reporting. Has ability to work independently on multiple complex tasks and communicate regularly and effectively with senior and junior staff to get the work done. Develops and refines report contents, conducts and/or directs necessary analysis, contributes major written report sections, and monitors quality control for fieldwork, lab analysis, writing and production (graphics, technical review, editing, etc.).

Cultural Resources Specialist 2

The CRS 2 must hold a B.A./B.S. CRM-related discipline and have a minimum of two years CRM-related experience plus field school, including 6 months supervisory. The CRS 2 is proficient in field and laboratory methods and techniques and can effectively direct subordinate project personnel in daily tasks. Carries out work assigned by project manager; regularly assists project managers in organizing and directing subordinate staff for pre-field, field, laboratory, analysis, and reporting phases of projects; and coordinates with and seeks guidance from assigned supervisor. The CRS 2 contributes to project analysis and reporting as assigned.

Cultural Monitor

The Cultural Monitor will serve as a liaison between Pacific Legacy and its clients, and the Sherwood Valley Rancheria. Tribes or Native American groups have delegated limited decision-making responsibilities to the advisors/monitor, as defined on a project-specific basis. Such decision-making may include stop-work authority, or decisions regarding the disposition of human remains and cultural items, consistent with applicable law and the Data Collection Plan. Native American Cultural Monitors may offer information or services regarding some aspect of Native American practices or environment that is culturally transmitted and not readily obtained from common scientific or anthropological references.

7.0 Work Schedule

Pacific Legacy will complete data collection between April 1st and June 30th of 2014 in order for project construction to begin in June of 2014. All deliverables shall be completed by April 1, 2015. Pacific Legacy will adhere to the following proposed schedule:

Task	Start Date	End Date	Comments
Outreach Plan	April 1, 2014	April 30, 2014	Includes consultation with steering committee
Archaeological Fieldwork	May 5, 2014	May 16, 2014	Allow 2-week window for scheduling in event of inclement weather
Conduct Interviews	May 5, 2014	July 31, 2014	Coordinate interviews with archaeological field work-opportunities to visit site
Lab Work/Analysis	May 19, 2014	August 29, 2014	Outsourced special studies may take two months or more
Field Visit with SVR	August 5, 2014	August 29, 2014	Visit candidate traditional properties with select SVR consultants, as needed
Ethnographic Literature Research	May 5, 2014	October 17, 2014	Includes visit to State and National Archives
Prepare Draft Data Recovery Report	September 1, 2014	December 15, 2014	Submit draft report prior to holidays
Prepare Draft TCP Evaluation/Report	October 20, 2014	January 15, 2015	Submit draft report after winter holidays for review by steering committee and City
Final Draft Data Recovery Report	Upon receipt of comments	April 1, 2015	
Final Ethnographic Report	Upon receipt of comments	April 1, 2015	

8.0 Insurance

Pacific Legacy will maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by Pacific Legacy, our agents, representatives, employees, and subcontractors as set forth in Section 11 of Exhibit A of the City's Professional Services Agreement.

9.0 Consultant Agreement

Pacific Legacy has examined Exhibit A, City's Standard Professional Services Agreement. We take no exceptions to the provisions of this agreement.

PACIFIC LEGACY, INC. ESTIMATED BUDGET

Project Title: Fort Bragg Coastal Restoration and Trail Project

Date: February 24, 2014

Administration

TITLE	RATE	QUANT.	UNITS	n	TOTAL HRS.	AMOUNT	SUBTOTALS
CR7 Program Manager, R. Jackson	\$178.60	16	hours	1	16	\$2,857.60	
CR6 Project Manager, T. Van Bueren	\$116.00	40	hours	1	40	\$4,640.00	
Contract Manager	\$97.10	16	hours	1	16	\$1,553.60	
TOTAL MANAGEMENT							\$9,051.20

Ethnographic Study

Phase I - Outreach Plan

Shelly Tiley, Ethnographer	\$86.46	40	hours	1	40	\$3,458.40	
CR6 Project Manager, T. Van Bueren	\$116.00	8	hours	1	8	\$928.00	
Hillary Renick, Tribal Historian	\$70.00	24	hours	1	24	\$1,680.00	

Phase II - Ethnographic Research

Shelly Tiley, Ethnographer	\$86.46	120	hours	1	144	\$10,375.20	
Hillary Renick, Tribal Historian	\$70.00	80	hours	1	102	\$5,600.00	
Informant Stipends	\$200.00	6	persons	1		\$1,200.00	
	\$100.00	14	persons	1		\$1,400.00	

Phase III - Evaluation and Report

Shelly Tiley, Ethnographer	\$86.46	120	hours	1	120	\$10,375.20	
Hillary Renick, Tribal Historian	\$70.00	40	hours	1	40	\$2,800.00	
CR7 Ethnographer, D. Theodoratus	\$178.60	16	hours	1	16	\$2,857.60	

Other Costs

Lodging and per diem	\$131.00	10	days			\$1,310.00	
Mileage	\$0.565	1500	miles			\$847.50	
Copies (libraries & archives)	\$0.10	3000	copies			\$300.00	
10% Fee on ODC's						\$245.75	

TOTAL ETHNOGRAPHIC STUDY

\$43,377.65

Implement Data Collection Plan - Archaeology

Archaeological Fieldwork (includes CME and STP Excavations)

CR6 Project Manager, T. Van Bueren	\$116.00	64	hours	1	64	\$7,424.00	
CR3 Supervisor	\$71.30	48	hours	2	96	\$6,844.80	
CR2 Sr. Arch. Tech.	\$54.70	48	hours	4	192	\$10,502.40	
Native American Monitor	\$50.00	40	hours	1	40	\$2,000.00	

Other Costs

Lodging and per diem	\$131.00	30	days			\$3,930.00	
Mileage	\$0.565	2500	miles			\$1,412.50	
10% Fee on ODC's						\$534.25	

TOTAL FIELDWORK

\$32,647.95

Lab Work/Analysis

CR6 Project Manager, T. Van Bueren	\$116.00	8	hours	1	8	\$928.00	
CR3 Supervisor, Lab Supervisor	\$71.30	40	hours	1	40	\$2,852.00	
CR2 Sr. Arch. Tech.	\$54.70	40	hours	1	40	\$2,188.00	

Flaked Stone Analysis, CR7	\$178.60	8	hours	1	8	\$1,428.80
Flaked Stone Analysis, CR3	\$71.30	24	hours	1	24	\$1,711.20
Faunal Analyst, CR3, P. Welsh	\$71.30	24	hours	1	24	\$1,711.20
Artifact Analysis, CR6, T. Van Bueren	\$116.00	16	hours	1	16	\$1,856.00
Other Costs						
Macrobotanical	\$350.00	5	samples			\$1,750.00
Radiocarbon Assays-Standard	\$375.00	2	samples			\$750.00
Radiocarbon Assays-AMS	\$595.00	1	samples			\$595.00
Obsidian XRF & Hydration	\$53.00	30	samples			\$1,590.00
Protein & Starch Residue	\$110.00	6	samples			\$660.00
Curation	\$1,200	1	box			\$1,200.00
10% Fee on ODC's						\$654.50
TOTAL LAB/ANALYSIS						\$19,874.70
Archaeological Reporting						
<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>		<u>n</u>		<u>AMOUNT</u>
Draft Report						
CR6 Project Manager, T. Van Bueren	\$116.00	120	hours	1		\$13,920.00
CR7 Program Manager, R. Jackson	\$178.60	24	hours	1		\$4,286.40
CR4 GIS Analyst, G. Dalldorf	\$84.00	40	hours	1		\$3,360.00
CR2 Graphics, K. Cooper	\$54.70	56	hours	1		\$3,063.20
Administrative Assistant, P. Koron	\$58.00	40	hours	1		\$2,320.00
Final Report						
CR6 Project Manager, T. Van Bueren	\$116.00	40	hours	1		\$4,640.00
CR4 GIS Analyst, G. Dalldorf	\$84.00	8	hours	1		\$672.00
CR2 Graphics, K. Cooper	\$54.70	16	hours	1		\$875.20
Administrative Assistant, P. Koron	\$58.00	20	hours	1		\$1,160.00
Other Costs						
Production (copying, binding)	\$0.10	3000	copies			\$300.00
10% Fee on ODC's						\$30.00
TOTAL REPORTING						\$34,626.80
TOTAL BUDGET						\$139,578.30