



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

634



FROM: Regional Park & Open-Space District

SUBMITTAL DATE: 6/30/09

SUBJECT: Archaeological Services for the Lake Skinner Recreation Area Improvement Project - District III

RECOMMENDED MOTION: that the Board approves and:

- 1) Authorizes the Chair of the Board to sign Amendment No. 1 to the agreement between the Riverside County Regional Park and Open-Space District (Park District) and ASM Affiliates, which refines the scope of services by incorporating the attached Exhibit 1; and
2) Directs the Clerk of the Board to return two (2) copies of Amendment No. 1 to the Park District.

BACKGROUND: On September 18, 2008, the Park District signed an agreement with ASM Affiliates to provide archaeological monitoring services on an on-call basis for various capital improvement projects (attached Exhibit 2). The performance period for the agreement is for two years.

The Park District is about to begin construction of several improvements to the Lake Skinner Recreation Area, including a new amphitheater, water park, restroom building, and trails. As part of this construction, the Park District's consultant, ASM Affiliates, has made proposals to conduct archaeological monitoring under our existing agreement. The proposed Amendment No. 1 to the agreement, including all monitoring, reports, and fees, would further define the responsibilities of the consultant under the original agreement as they pertain to the improvements to the Lake Skinner Recreation Area. The office of County Counsel has reviewed and approved Amendment No. 1 as to legal form.

730-SKN Archaeological Services

Scott Bangle, General Manager

Table with 2 columns: FINANCIAL DATA and values. Rows include Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, and For Fiscal Year.

Table with 2 columns: SOURCE OF FUNDS and Positions To Be Deleted Per A-30. Includes West Co. Parks DIF and Requires 4/5 Vote.

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL BY: LARISA R-MICKENNA DATE: 7/19/09

Dept's Recomm.: [ ] Consent [ ] Policy [x]
Per Exec. Ofc.: [ ] Consent [ ] Policy [x]

Prev. Agn. Ref.: District: III Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

13.5

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RIVERSIDE COUNTY  
REGIONAL PARK AND OPEN-SPACE DISTRICT  
AMENDMENT #01  
TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH  
ASM Affiliates

PROFESSIONAL SERVICES AGREEMENT: PKARC - 053  
CONSULTANT: ASM Affiliates  
AGREEMENT TERM: September 23, 2008 thru  
September 22, 2010  
EFFECTIVE DATE OF AMENDMENT: July 14, 2009  
MAXIMUM AMOUNT: \$81,325

The agreement between the Riverside County Regional Park and Open-Space District, hereinafter referred to as DISTRICT, and ASM Affiliates, hereinafter referred to as CONSULTANT, is amended in the following particulars and no others:

1. The letter of proposal from John R. Cook of ASM Affiliates to Claire Clark, dated May 26, 2009, and attached as Exhibit 1, is hereby incorporated into the Agreement.

The undersigned, as authorized representatives of the DISTRICT and CONTRACTOR, respectively, certify the establishment of this Amendment #01 to the Agreement.

1 Riverside County Regional  
2 Park and Open-Space District

ASM Affiliates

3  
4 \_\_\_\_\_



5 Marion Ashley  
6 Chairman

John R. Cook, RPA  
Principal

7 \_\_\_\_\_  
8 Date

June 30, 2009  
Date

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May 26, 2009

Claire Clark, Senior Park Planner  
Riverside County Regional Park and Open-Space District  
4600 Crestmore Road  
Riverside, CA 92509-6858

Re: Cultural Resources Monitoring for the Lake Skinner Theatre and Improvements Project,  
Riverside County, California

Dear Ms. Clark:

ASM Affiliates, Inc. (ASM) is pleased to present this proposal to conduct construction monitoring at Lake Skinner for construction of a theatre and other improvements. This proposal includes a short description of the scope of services to be provided, a schedule for conducting the work, and an estimate of the cost to complete the study.

### **Scope of Services**

We understand that the project will involve the construction of a new theatre and improvements that may cause ground disturbances. A qualified archaeological monitor will be present to observe all ground disturbance associated with this phase of the project. A representative of either the Pechanga or Soboba tribes will also be present during construction. We understand that monitors will be required for approximately 12 weeks of field time. Based upon field observations, it may be feasible to conduct part-time monitoring, dependent upon the monitors' observations. If it is determined that only a part-time effort is necessary, our monitoring schedule will be adjusted accordingly.

If potentially significant finds (archaeological or historic deposits or historic features) are made by the monitors, heavy equipment will be directed away from the subject area until further investigation can be carried out. Features will be cleared, recorded, and evaluated for significance. Prehistoric or historic archaeological deposits will be subjected to evaluation and if found significant may potentially require data recovery mitigation. Recording of features and evaluation and data recovery of cultural deposits will usually take no more than 1-2 days and then earthmoving can resume in those areas. However, any such work will require a contract augment for artifact analysis, report preparation, and artifact curation. You will be notified if this is the case and a separate budget will be submitted for

May 26, 2009  
Ms. Claire Clark  
Page 2 of 3

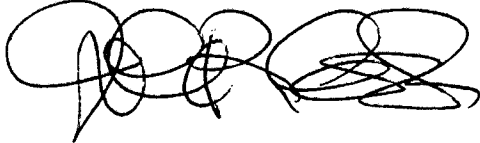
evaluation, analysis, report preparation, and curation of artifacts as mandated by the County for compliance with the California Environmental Quality Act (CEQA).

**Cost Estimate**

The proposed scope of services includes full-time monitoring by archaeological and Native American monitors; one site visit by the Principal Investigator; drive time and mileage from the ASM office; and preparation of a monitoring report. An estimate for conducting 60 days of monitoring is \$81,325.00. The daily rate for an Archaeological Monitor is \$600.00. The daily rate for a Native American monitor is \$598.00. A proposal to provide services that may be related to resource evaluation and mitigation, if significant finds are identified during earth movement, will be provided separately,

Thank you for this opportunity to provide this proposal on your project. Please call if you have any questions.

Sincerely,



John R. Cook, RPA  
Principal

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Acceptance:

You may authorize ASM to proceed with the assignment herein identified by returning a signed copy of this proposal.

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Signature

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Name and Title

---

Date

	Rate	Units	Total
<b>A. Project Management and Administration</b>			
Project Manager	125.00	4.00	500.00
		Subtotal	\$500.00
<b>B. Prefield</b>			
Associate Archaeologist	75.00	2.00	150.00
		Subtotal	\$150.00
<b>C. Fieldwork</b>			
Principal Investigator	105.00	8.00	840.00
Associate Archaeologist (Field Supervisor)	75.00	480.00	36,000.00
Mileage	0.59	7,500.00	4,425.00
Native American	74.75	480.00	35,880.00
		Subtotal	\$77,145.00
<b>E. Report Preparation</b>			
Principal Investigator	105.00	8.00	840.00
Associate Archaeologist	75.00	24.00	1,800.00
		Subtotal	\$2,640.00
<b>F. Production</b>			
Cartographer	70.00	4.00	280.00
Word Processor	65.00	4.00	260.00
Editor	75.00	4.00	300.00
Expenses	25.00	2.00	50.00
		Subtotal	\$890.00
<b>Total Estimated Cost</b>			<b>\$81,325.00</b>

## Agreement Document #PKARC - 053

### AGREEMENT for ON-CALL ARCHAEOLOGICAL SERVICES with the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "District" and **ASM Affiliates, Inc. Carlsbad, CA.** herein called "Consultant", mutually agree as follows:

#### I. DESCRIPTION:

The Consultant shall render services to the District as described in this Agreement for the "Archaeological Services" described as follows:

**On-Call, Consultant, Professional Services for Archaeological Services, for all Park Facilities in the Riverside County Regional Park & Open-Space District, Riverside County, State of California.**

The following documents are incorporated into and made part of this Agreement:

**Exhibit 1:** District Request for Qualifications #PKARC 053

**Exhibit 2:** Consultant "Statement of Qualifications"

**Exhibit 3:** Consultant's Statement of Qualifications Fee Form for all four Regions.

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits 1 & 3 shall take precedence over Exhibit 2.

#### II. CONSULTANT'S SERVICES:

##### A. Archaeological Services Defined:

Consultant shall provide archaeological services in accordance with the attached Exhibit 1 and 2 and shall determine the means and methods for performing the services.

The Firms Principal Archaeologist must be on the Riverside County Planning Department Archaeologist and Cultural Resource Managers approved list.

The Consultant shall assign a certified Principal Archaeologist to take responsibility for each project for the District from its inception to its completion and shall work with the District, or its designated representative, to determine the appropriate scope of archaeological services required on a project by project basis.

The Consultant shall be required to prepare all reports, studies and/or surveys necessary for all work to be performed hereunder and to monitor project sites during excavations. Consultant must identify any surface indications of possible artifacts and provide a report identifying surface indications and a report of any artifacts found and

their location during all excavation. At the end of the work, all unearthed materials must be photographed and described, and returned to the District for curation.

The Consultant shall perform all necessary archaeological services and shall perform such services in a satisfactory and proper manner, under direction of the District or its designated representative. The Consultant shall be responsible for ensuring that all work is completed in an efficient and timely manner, and that cost stay within the budgets established for each project and that accurate and thorough documentation is provided to the District.

The Consultant shall be required to provide excavation monitoring before and during construction. The work may also include but not be limited to, project research, reports, surveys, fieldwork, artifact analysis and identification. The Consultant shall submit full documentation of archaeological research and findings to the District. Additional areas of expertise may be needed, depending on the complexity of the task and the nature of the historical and non-historical properties involved.

#### **B. Project Description:**

The project description shall be determined on an as needed basis for archaeological services.

For further description of Consultant archaeological services required for each project refer to Section 4.0 Description of Services on page 15 of 33.

#### **C. Extra Work:**

Extra work shall be performed only when requested or approved by the District in advance and in writing. The Consultant will provide an estimated cost and estimated schedule for the extra services before Consultant commences work. Extra work shall include, but not be limited to:

1. Arranging for the work to proceed should the Consultant default due to delinquency or insolvency.
2. Preparing plans or specifications for corrections of defects of construction.

### **III. ASSIGNMENT OF WORK, RESPONSE TIME, AND DETERMINATION OF AMOUNT:**

#### **A. Assignment of Work and Response Time:**

When Consultant's services are needed by District, Consultant will be called, alerting Consultant that a written request for their services is forthcoming. Consultant will be expected to respond to request for services by providing requested services within 72 hours of Consultant's receipt of written request for services.

An exception to the 72 hour response time will be for projects estimated to cost over \$3,000 and/or take more than two weeks to perform. In this case, the

Consultant will begin to produce, in writing, a cost estimate and an estimated schedule for performance of work. The Consultant and the District will schedule the work by mutual agreement. District will provide approval of cost estimate and schedule in writing.

B. Determination of Amount:

1. For the archaeological services described above, the District shall pay to the Consultant fees based on the Statement of Qualification Fee Form (Exhibit 3) for work completed, by Region, as full payment for all services under this Agreement, including all costs or expenses incurred by the Consultant.
2. For extra work performed by the Consultant, the District shall pay to the Consultant according to the Statement of Qualification Fee Form (Exhibit 3) for work completed, by Region, provided that the performance of said extra work shall have been requested and approved by the District in writing, and after receipt of written notice of the estimated cost thereof.
3. The Consultant shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

C. Payment:

The Consultant shall submit an invoice monthly, and only after work is completed. Said invoice shall be in accordance with the payment schedule and shall contain the hours worked and the region where the work was performed. The District shall pay the invoice within 30 days of receipt. All invoices are subject to Districts approval. The extent of the services completed by the Consultant will be verified by the District prior to processing any payment.

**IV. DUTIES OF CONSULTANT:**

- A. Consultant shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations

liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the District and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the District and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5. General Insurance Provisions - All lines:

a) Any insurance carrier providing insurance coverage hereunder shall be authorized to do business in the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONSULTANT'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall

either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

c) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT or the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

d) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

e) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

g) CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**V. DUTIES OF THE DISTRICT:**

- A. District or its designated representative shall work with the assigned project manager of the firm to determine the appropriate scope of services required on a project by project basis.
- B. District shall furnish and make available to the Consultant all pertinent information which it has relating to each project.
- C. District shall provide and pay for, separately, other Consultants who shall work under the supervision of the District, if it is determined appropriate, and necessary by the District. The scope of other Consultant's work would be separate from the scope of archaeological services provided by this agreement and shall not relieve the Consultant of it's obligation under this agreement.
- D. District shall pay for all plan check fees required by any local, state or federal agency. The District shall also pay for all required permitting fees for local, state or federal agency.
- E. District shall promptly consider and act upon written requests or recommendations from the Consultant including requests for information or other services needed by the Consultant to proceed with the Work.

**VI. DOCUMENTS:**

The Consultant shall provide all completed documents, including, but not limited, to those described in its archaeological services scope of work requested for each project and shall be the property of the District.

Four copies of all reports and/or drawings will be delivered to the District and one CD will be delivered containing the electronic files.

**VII. LIABILITY AND INDEMNIFICATION:**

The Consultant agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts (including the Riverside County Regional Park & Open Space District) their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of Consultant, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Consultant is responsible, arising out of or from the

performance of professional services under this Agreement; and

B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of Consultant, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Consultant is responsible, arising out of, in connection with, resulting from conditions created by Consultant, or caused by the Consultant's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein Consultant shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY of RIVERSIDE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein.

Consultant's obligation hereunder shall be satisfied when Consultant has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless Indemnitees from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the DISTRICT or the COUNTY OF RIVERSIDE to the fullest extent allowed by law.

#### **VIII. TERMINATION:**

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the District shall have the right, upon completion of any work of the Consultant's service, or at any time, to suspend or abandon the project, to terminate this Agreement without cause, upon 30 days written notice to that effect given to the Consultant.

If the termination as herein provided is for other than default or delay of the Consultant, the Consultant shall be paid pursuant to this Agreement for its service on completed work, and for any such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the Consultant. If the termination is for default or delay of the Consultant, it shall be paid on a similar basis less actual damages suffered by the District as a result.

## IX. MISCELLANEOUS PROVISIONS:

- A. Assignment: This Agreement shall not be assignable, in full or in part, by the Consultant without prior written consent of the District.
- B. District's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the District in all discussions and/or conferences with the Consultant and other County departments and agencies not requiring the actions of the District's governing body. A written summary of conclusions reached at any such conference may be required of the Consultant by the District's representative.
- C. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- D. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- E. Release of Information to the Public: The Consultant shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the District. This provision shall not apply if maintaining confidentiality would: violate the law; create the risk of significant harm to the public; prevent the consultant from establishing or defending a claim.
- F. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California.
- G. Attorney's Fees: Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

Owner:

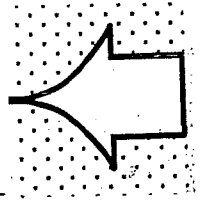
Riverside County Regional Park & Open-Space District  
4600 Crestmore Road  
Riverside, CA 92509

Attest:

Clerk of the Board

By: Paul Frandsen

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



Dated: 9/18/08

Dated: \_\_\_\_\_

Consultant: ASM Affiliates, Inc.  
2034 Corte Del Nogal  
Carlsbad, California 92011  
(760) 804-5757

By: Susan M. Hater, Principal

Dated: 9-15-08

ASM Affiliates, Inc. acknowledges that they are in receipt of Exhibit 1 "Request for  
Qualifications #PKARC 053" Entitled "On-Call Archaeological Services".

By: Susan M. Hater, Principal

Dated: 9-15-08

EXHIBIT A  
STATEMENT OF QUALIFICATIONS FEE FORM

Archaeological Services

On-Call Consultant Professional Services for Park Facilities in the Riverside County Regional Park and Open-Space District, Riverside County, State of California

Name of Firm submitting this Statement of Qualifications

ASM Affiliates, Inc.

Date: August 4, 2008

The consultant undersigned having carefully read and examined the Request for Qualifications document, and any addenda issued, reviewed and reference material available, and having become familiar with the locations and nature of the County parks, hereby proposes and agrees to furnish all archaeological service, including: labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for projects in all four Regions, and as shown on this Statement of Qualifications.

STATEMENT OF QUALIFICATIONS FEE FORM

Consultant must list all job titles that Consultant expects to use, and give an hourly rate for each job title for each region. Consultant is to indicate if there are any additional expenses anticipated by attaching a sheet naming each additional expense and giving a rate for each.

Archaeological Services	Western County	Mountain County	Desert County	Eastern County
<u>Job Title or Service</u>	Hourly or Unit Rate	Hourly or Unit Rate	Hourly or Unit Rate	Hourly or Unit Rate
Project Manager	120.00	120.00	125.00	125.00
Principal Investigator	90.00	90.00	100.00	100.00
Field Supervisor	75.00	75.00	80.00	80.00
Project Historian	70.00	70.00	74.00	74.00
Crew Chief	65.00	65.00	69.00	69.00
Archaeological Monitor	55.00	55.00	58.00	58.00
GIS Administrator	80.00	80.00	80.00	80.00
Graphic Designer	68.00	68.00	68.00	68.00
Desktop Publisher	67.00	67.00	67.00	67.00
Editor	67.00	67.00	67.00	67.00

## **ADDITIONAL FEES**

Records searches, reproduction and blueprinting (as identified in the RFQ) are billed at cost.  
Per diem charges are based on reasonable and actual costs.

**SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

815



**FROM:** Regional Park & Open-Space District

**SUBMITTAL DATE:**  
2/17/09

**SUBJECT:** Annual On-Call Archaeological Services - Countywide

**RECOMMENDED MOTION:** that the Board approve and:

- 1) Authorizes the Chair of the Board to execute the increase to the agreement between the Riverside County Regional Park & Open-Space District (Park District) and ASM Affiliates in the not-to-exceed amount of \$100,000 annually, and, for a two-year period, a total not-to-exceed amount of \$200,000, for On-Call Archaeological Services for Park District facilities county wide;
- 2) Approves and directs the Auditor-Controller to adjust appropriations as shown on Attachment A; and
- 3) Instructs the Clerk of the Board to return four (4) executed copies of the Change Order to the Park District for transmittal and file.

**BACKGROUND:** As part of the ongoing construction at the County's regional park sites, the Park District routinely needs archaeological services (monitoring, evaluation, reporting). Because of the recurring requirement for such testing, it was decided to contract with one firm on an on-call basis.

Per Board Policy H-7, the Park District advertised for and received Statements of Qualifications (SOQ) from qualified archaeological firms. A total of six (6) SOQs were received. A selection committee consisting of three County employees knowledgeable in archaeological services reviewed all six (6) SOQs and invited the top three (3) to an interview.

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY: Susana Garcia-Bocanegra 3/12/09

Paul Frandsen  
Paul Frandsen, General Manager

691-On-call Archaeological Services  
SUSANA GARCIA-BOCANEGRA  
SL/mg

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	2008-09

<b>SOURCE OF FUNDS:</b> 2002 Park Bond Act Per Capita Grant Program, 2002 Park Bond Act Roberti-Z'berg Harris Grant Program, West Co. DIF, East Co. DIF, West Co. Regional Trails DIF, East Co. Regional Trails DIF	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

Steve + 2 originals  
Julie T, Julie S, Claire, Val B...  
Park's General

**APPROVE**

BY: Alex Gann  
Alex Gann

County Executive Office Signature

**MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD**

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried,  
**IT WAS ORDERED** that the matter is approved as recommended.

Ayes: Buster, Stone, Wilson and Ashley

Nays: None

Absent: 18

Date: March 24, 2009

xc Parks, E.O., Purchasing, Auditor(2)

Nancy Romero  
Clerk of the Board

By: [Signature]  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

**13.2**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 2/17/09  
DATE: 2/17/09  
Department: PARIS/R/MCKENNA

Purchasing: [Signature]  
Mark Seller, Assistant Director

Dep't Recomm.:  Policy  
Per Exec. Ofc.:  Policy

Attachment A

Increase Appropriations:

33120 931122 524660 ✓	Consultants	50,000
	Total	50,000

Increase Estimated Revenues:

33120 931122 790500 ✓	Operating Transfer – In	50,000
	Total	50,000

And

Increase Appropriations:

33120 931123 524660 ✓	Consultants	50,000
	Total	50,000

Increase Estimated Revenues:

33120 931123 790500 ✓	Operating Transfer – In	50,000
	Total	50,000