


REPORT TO CITY COUNCIL

DATE: JANUARY 22, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT *MK*

SUBJECT: AGREEMENT WITH APRMI FOR ARCHAEOLOGY AND PALEONTOLOGY SERVICES ASSOCIATED WITH THE AGOURA ROAD WIDENING PROJECT

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Consultant Services with ArchaeoPaleo Research Management, Inc. (APRMI) for archaeological/paleontological consulting services prior to and during construction of the Agoura Road Widening Project, expected to begin late 2014.

The Initial Study/Mitigated Negative Declaration (IS/MND) for the Agoura Road Widening Project was approved by the City Council on December 19, 2012, along with a Mitigation Monitoring and Reporting Program. The project area is within and adjacent to several identified archaeological sites. This agreement covers the required archaeological/paleontological mitigation measures, which involve conducting archaeological/paleontological investigative work prior to the Agoura Road widening construction and monitoring for artifacts during construction. Given the location of sensitive cultural resources areas within and near the project area, and the large linear extent of the project right-of-way, the work would involve significant labor and hours. The specific scope of work is included as Exhibit A. The scope assumes a reasonable number of hours to complete each task, and assumes only a minor amount of significant cultural resources artifacts may be found, based on prior research and investigations. If greater resources are uncovered, additional funds may be needed. The cost to recover a substantial amount of resources is difficult to predict, and depends on the type of artifact and its context, and so this maximum scenario was not accounted for in the scope of work.

The Planning and Community Development Department, in coordination with the Public Works Department, distributed a Request for Proposals (RFP) in October 2013 from cultural resources firms to conduct the investigative and monitoring work. Two (2) firms responded, both of whom are qualified to carry out the work. The proposed budget varied widely, with one firm indicating a total cost of \$426,780 (which was later decreased to \$327,388 by reducing the hours allocated to various tasks), and the other

firm, APRMI, offering the services for a total cost of \$198,324, which is substantially less.

Staff is requesting that the City Council approve an agreement with APRMI on a time-and-materials basis for \$198,324. A ten (10) percent contingency (\$19,832) is included in the agreement as an option, above the \$198,324, upon determination by the City that additional funding is needed. Such money may be needed in the event substantial artifacts are uncovered, which were not previously anticipated. The funds would come from Measure R.

APRMI has previously worked in the City of Agoura Hills. Specifically, APRMI conducted the preliminary archaeology analysis that was used to prepare the Initial Study/Mitigated Negative Declaration (IS/MND) for the Agoura Road Widening Project. The currently proposed agreement would expand upon the preliminary work and comply with required mitigation measures of the IS/MND. Staff believes that APRMI has the expertise and the local familiarity with the project area to carry out the archaeological/paleontological services.

The agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Consultant Services with APRMI on a time-and-materials basis for \$198,324.

Attachment: Agreement for Consultant Services

AGREEMENT ROUTING SLIP FOR

ArchaeoPaleo Resource Management, Inc.

Consultant Name (\$25K and Over without Prevailing Wage)

Attached, please find (check one of the following boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- | | |
|---|--|
| 1. <u> <i>all: cat</i> 1/6/14</u>
Prepared by (Staff Name/Date) | 2. <u> <i>Mike Kamins</i> 1-6-14</u>
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. <u> <i>[Signature]</i> 1/7/14</u>
Risk Manager – Date
(Insurance Review/Approval) BLANKET ENDORSEMENT
OK FOR THIS
AGREEMENT | 4. _____
City Clerk – Date
(Template Review/Final Distribution) |

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____

Agreement/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Consultant/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes:

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: ArchaeoPaleo Research Management, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Robin Turner

CONSULTANT'S ADDRESS: 1531 Pontius Avenue, Suite 200
Los Angeles, CA 90025

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Allison Cook

COMMENCEMENT DATE: January 15, 2014

TERMINATION DATE: December 31, 2016

CONSIDERATION: Contract Price
Not to Exceed: \$198,324.00

ADDITIONAL SERVICES (*Describe Services, Amount, and Approval*):

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

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**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND ARCHAEOPALEO
RESOURCE MANAGEMENT, INC.**

THIS AGREEMENT is made and effective as of January 15, 2014, between the City of Agoura Hills, a municipal corporation ("City") and ArchaeoPaleo Resource Management, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 15, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred ninety eight thousand three hundred twenty-four dollars and zero cents (\$198,324.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its

default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers,**

officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant

without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: ArchaeoPaleo Resource Management, Inc.
1531 Pontius Avenue, Suite 200
Los Angeles, CA 90025
Attention: Linda Akyüz

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

ArchaeoPaleo Resource Management, Inc.
1531 Pontius Avenue, Suite 200
Los Angeles, CA 90025
Contact: ~~Linda Akyüz~~ Robin Turner
Tel: 424-248-3316
FAX 424-248-3417

By:

Name:

Title:



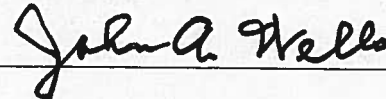
Robin Turner

President

By:

Name:

Title:



[Signatures of Two Corporate Officers Required]

EXHIBIT A
SCOPE OF WORK AND BUDGET

**AGOURA ROAD WIDENING PROJECT
ARCHAEOLOGICAL/PALEONTOLOGICAL SERVICES**

Work Proposal

Tasks that will be included in ArchaeoPaleo Resource Management, Inc.'s (APRMI's) study/technical report will include Native American monitor coordination; preparation of a treatment plan; data recovery from CA-LAN-41, CA-LAN-1069, and CA-LAN-1352; laboratory analysis of resources recovered from CA-LAN-41 CA-LAN-1069, and CA-LAN-1352; archaeological and paleontological resources monitoring and data recovery from all excavation activities within the Project Area; field and laboratory analysis of all features, artifacts, and fossils encountered or recovered from the Project; curation of all artifacts and fossils encountered during the Project; updating/recordation and analysis of previously recorded and any newly encountered archaeological sites; and a final report of findings of all activities and results. The report will include cultural and paleontological resources regulatory frameworks, backgrounds, summaries of the Phase I study, methods, and results. Table 2 outlines the general scope of work.

Table 1. Proposed Tasks

Task	Staff
Task 1 - Project Management and Coordination (client/agency, staff, and Native American monitor)	Robin Turner, Linda Akyüz
Task 2 - Preparation of Treatment Plan	Linda Akyüz
Task 3 - Field: Data Recovery (Phase III) of CA-LAN-41	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 4 - Field: Data Recovery (Phase III) of CA-LAN-1069	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 5 - Field Data Recovery (Phase III) of CA-LAN-1352	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 6 - Archaeological and Paleontological Resources Monitoring (Phase IV) and Data Recovery of entire Project Area's excavations (predicted 5 months)	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 7 - Laboratory Preparation and Analysis of Artifacts	Linda Akyüz, Denise Ruzicka
Task 8 - Laboratory Preparation and Analysis of Fossils	Denise Ruzicka, Donald Prothero, Michael Kirby
Task 9 - Cultural Resources Report and Submission (combined with Paleontological Resources Report)	Linda Akyüz, Denise Ruzicka
Task 10 - Paleontological Resources Report and Submission (combined with Cultural Resources Report)	Donald Prothero, Michael Kirby, Denise Ruzicka
Task 11 - Site Record Updates and Submission	Linda Akyüz, Denise Ruzicka
Task 12 - Artifact Curation	Robin Turner
Task 13 - Fossil Curation	Robin Turner
Task 14 - Significance Testing and Analysis of Newly Discovered Archaeological Resources	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 15 - Significance Testing and Analysis of Newly Discovered Paleontological Resources	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor
Task 16 - Extended Data Recovery for CA-LAN-41, CA-LAN-1069, CA-LAN 1352, or other sites	Linda Akyüz, Robin Turner, Denise Ruzicka, Native American Monitor

Please see the attached budget for the cost breakdown of each task. This Proposal assumes archaeological, paleontological, and Native American monitoring and personnel on a time-and-materials, not-to-exceed basis. The basic level of data recovery is being proposed, but changes warranted by unforeseen discoveries beyond the initial scope of work and budget may be required at a later date. In this case, an amendment to the Agreement between the City and APRMI would be negotiated. This protocol also applies to significance testing and data recovery for any newly discovered archaeological or paleontological sites or resources.

A treatment plan (Task 2) for the 11 archaeological sites that will not be avoided by the Project will be prepared and approved before archaeological and paleontological resources management field work can occur. It will be based upon APRMI's Phase I report and addendum for the Project.

Data recovery of CA-LAN-41 (Task 3) will include 10 one-meter-by-one-meter collection units, each hand-excavated to a depth of 30 centimeters below that which will be reached by mechanical excavation during the project, or 150 centimeters, whichever is shallower. Collection units will be excavated by hand in 10-centimeter levels and matrix dry-screened through a 1/8-inch-mesh screen and will be monitored by a Native American monitor. Artifacts will be collected and analyzed in the APRMI laboratory. If field results warrant, additional collection units may be added, if approved by the City. In this case, an amendment to the Agreement between the City and APRMI would be negotiated.

Data recovery of CA-LAN-1069 (Task 4) will include two one-meter-by-one-meter collection units, each hand-excavated to a depth of 30 centimeters below that which will be reached by mechanical excavation during the project, or 150 centimeters, whichever is shallower. Collection units will be excavated by hand in 10-centimeter levels and matrix dry-screened through a 1/8-inch-mesh screen and will be monitored by a Native American monitor. Artifacts will be collected and analyzed in the APRMI laboratory. If field results warrant, additional collection units may be added, if approved by the City. In this case, an amendment to the Agreement between the City and APRMI would be negotiated.

Data recovery of CA-LAN-1352 (Task 5) will include two one-meter-by-one-meter collection units, each hand-excavated to a depth of 30 centimeters below that which will be reached by mechanical excavation during the project, or 150 centimeters, whichever is shallower. Collection units will be excavated by hand in 10-centimeter levels and matrix dry-screened through a 1/8-inch-mesh screen and will be monitored by a Native American monitor. Artifacts will be collected and analyzed in the APRMI laboratory. If field results warrant, additional collection units may be added, if approved by the City. In this case, an amendment to the Agreement between the City and APRMI would be negotiated.

The archaeological and paleontological resources monitoring (Tasks 6 and 7) of the entire Project Area's excavations will be conducted by one cross-trained archaeologist/paleontologist and one Native American monitor per excavation area, per day. This includes an eight-hour day that includes 60 minutes of travel time and assumes five months of monitoring, since some of the Project does not involve excavation. Artifacts will be collected as they are encountered if they appear to be isolated artifacts that are not part of a larger site. Locations of resources will be recorded, as will all characteristics of resources. If more monitoring is needed than is proposed because excavations are larger in scale than predicted, an amendment to the Agreement between the City and APRMI would be negotiated. If an archaeological site is unearthed, changes warranted by these unforeseen discoveries

beyond the initial scope of work and budget may be required and a treatment plan for each site for data recovery will be developed. Resources from these sites will be collected via an accepted research design and treatment plan designed for that site.

Per Society of Vertebrate Paleontology guidelines, for each sediment type in each area, at least 200 pounds of sediment will be screened through a 20-mesh screen to determine the presence or absence of significant fossils. The presence of significant fossils in a sample could warrant a large-scale screening of sediment, up to 6,000 pounds per fossil locality, if feasible. If a fossil locality is unearthed, changes warranted by this unforeseen discovery beyond the initial scope of work and budget may be required and a treatment plan for the locality will be developed.

Task 7—Laboratory Preparation and Analysis of Artifacts— and Task 8—Laboratory Preparation and Analysis of Fossils—will occur during and after archaeological monitoring and paleontological monitoring and data recovery takes place.

One draft and one final report for Task 9—Cultural Resources Report and Submission (combined with Paleontological Resources Report) and Task 10—Paleontological Resources Report and Submission (combined with Cultural Resources Report) will be completed during and after archaeological monitoring and paleontological monitoring and data recovery takes place. The quality and thoroughness of these reports will be in keeping with that which was seen in the Phase I report and addendum that APRMI completed for this Project.

Task 11—Archaeological and Fossil Site Record Updates and Submission to appropriate repositories (the South Central Coastal Information Center and the Natural History Museum of Los Angeles County) will occur between the completion of the draft and final copies of the report.

Artifact Curation (Task 12) and Fossil Curation (Task 13) to appropriate repositories (the Fowler Museum and the Natural History Museum of Los Angeles County) will occur after the final copy of the report is accepted.

Task 14—Significance Testing and Analysis of Newly Discovered Archaeological Resources, Task 15—Significance Testing and Analysis of Newly Discovered Paleontological Resources, and Task 16—Extended Data Recovery for CA-LAN-41, CA-LAN-1069, CA-LAN-1352, or other sites would only occur if new discoveries during data recovery or monitoring warrant their implementation.

Budget

The budget is broken down by scope tasks, on a time-and-materials/as-needed, not-to-exceed basis. The breakdown of hourly rates by staff member is presented as Table 2. Reimbursable expenses such as copies and mileage are also included. Field days include allocations for drive time and mileage for APRMI employees and Native American monitors, per California Labor Code Section 2800-2810.5. If field discoveries warrant additional costs for any tasks, APRMI will discuss these costs with the City for approval. In this case, an amendment to the Agreement between the City and APRMI would be negotiated. Conversely, if few artifacts or fossils are recovered, costs for these tasks may be reduced (or not charged at all, in the case that no artifacts or fossils are recovered), and the overall service cost will be less. If field discoveries warrant Tasks 14, 15, and 16 would be completed.

Table 2. Budget

Task	Direct Labor	Direct Costs	Cost
Task 1 - Project Management and Coordination (client/agency, staff, and Native American monitor)	\$2,375	\$67	\$2,442
Task 2 - Preparation of Treatment Plan	\$848	NA	\$848
Task 3 - Field: Data Recovery (Phase III) of CA-LAN-41	\$22,400	\$672	\$23,072
Task 4 - Field: Data Recovery (Phase III) of CA-LAN-1069	\$3,888	\$112	\$4,000
Task 5 - Field Data Recovery (Phase III) of CA-LAN-1352	\$3,888	\$112	\$4,000
Task 6 - Archaeological and Paleontological Resources Monitoring (Phase IV) and Data Recovery of entire Project Area's excavations (5 months incl. utilities)	\$122,320	\$8,800	\$131,120
Task 7 - Laboratory Preparation and Analysis of Artifacts	\$3,012	NA	\$3,012
Task 8 - Laboratory Preparation and Analysis of Fossils	\$3,060	NA	\$3,060
Task 9 - Cultural Resources Report and Submission (combined with Paleontological Resources Report)	\$9,640	\$60 (no charge)	\$9,640
Task 10 - Paleontological Resources Report and Submission (combined with Cultural Resources Report)	\$6,064	\$60	\$6,124
Task 11 - Site Record Updates and Submission	\$5,048	NA	\$5,048
Task 12 - Artifact Curation	\$212	\$517	\$729
Task 13 - Fossil Curation	\$212	\$517	\$729
Potential Task 14 - Significance Testing and Analysis of Newly Discovered Archaeological Resources	\$1500	NA	\$1500
Potential Task 15 - Significance Testing and Analysis of Newly Discovered Paleontological Resources	\$1500	NA	\$1500
Potential Task 16 - Extended Data Recovery for CA-LAN-41, CA-LAN-1069, CA-LAN 1352, or other sites	\$1500	NA	\$1500
Total	\$187,467	\$10,857	\$198,324

Please see attached Excel spreadsheet with detailed cost breakdown. Staff pay rates are presented in Table 3.

Table 3. APRMI Staff Rates

Position	Hourly Rate
Lead Archaeologist/Principal Investigator	\$106.00
Paleontological Specialist	\$106.00
Lead Paleontologist	\$114.00
Native American Monitor	\$79.00
Archaeo/Paleo Technician	\$58.00
Support Services	\$51.00

Schedule

APRMI will initiate the study within 10 days of receiving a signed contract/notice to proceed (NTP) from the City. The proposed timeline for the Project is presented in Table 4.

Table 4. Proposed timeline

Task	Timeline*
Task 1 - Project Management and Coordination (client/agency, staff, and Native American monitor)	Initiated within 10 days of Notice to Proceed (NTP)
Task 2 - Preparation of Treatment Plan	Completed within 30 days of NTP
Task 3 - Field: Data Recovery (Phase III) of CA-LAN-41	Completed within 45 days of NTP (field work)
Task 4 - Field: Data Recovery (Phase III) of CA-LAN-1069	Completed within 60 days of NTP (field work)
Task 5 - Field Data Recovery (Phase III) of CA-LAN-1352	Completed within 75 days of NTP (field work)
Task 6 - Archaeological and Paleontological Resources Monitoring (Phase IV) and Data Recovery of entire Project Area's excavations (6 months plus utility lines)	Completed according to construction schedule
Task 7 - Laboratory Preparation and Analysis of Artifacts	Completed within 60 days of construction completion
Task 8 - Laboratory Preparation and Analysis of Fossils	Completed within 60 days of construction completion
Task 9 - Cultural Resources Report and Submission (combined with Paleontological Resources Report)	Draft completed within 90 days of construction completion; final completed within 30 days of receipt of final comments
Task 10 - Paleontological Resources Report and Submission (combined with Cultural Resources Report)	Draft completed within 90 days of construction completion; final completed within 30 days of receipt of final comments
Task 11 - Site Record Updates and Submission	Completed within 60 days of construction completion
Task 12 - Artifact Curation	Completed within 120 days of construction completion
Task 13 - Fossil Curation	Completed within 120 days of construction completion
Task 14 - Significance Testing and Analysis of Newly Discovered Archaeological Resources	Completed within 60 days of new NTP
Task 15 - Significance Testing and Analysis of Newly Discovered Paleontological Resources	Completed within 60 days of new NTP
Task 16 - Extended Data Recovery for CA-LAN-41, CA-LAN-1069, CA-LAN 1352, or other sites	Completed within 60 days of new NTP

Agency Name	AFPM	Task 1 - Project Management and Coordination	Task 2 - Preparation of Treatment Plan	Task 3 - Field Data Recovery (Phase II) of CA-LAM-01	Task 4 - Data Recovery (Phase III) of CA-LAM-000	Task 5 - Data Recovery (Phase III) of CA-LAM-1000	Task 6 - Analysis and Data Recovery of	Task 7 - Laboratory Preparation and Analysis of AirBath	Task 8 - Laboratory Preparation and Analysis of AirBath
Project Name	Cultural and Paleontological Resources Services for Agency Road Widening								
Task 1 - Project Management and Coordination	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 2 - Preparation of Treatment Plan	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 3 - Field Data Recovery (Phase II) of CA-LAM-01	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 4 - Data Recovery (Phase III) of CA-LAM-000	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 5 - Data Recovery (Phase III) of CA-LAM-1000	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 6 - Analysis and Data Recovery of	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 7 - Laboratory Preparation and Analysis of AirBath	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
Task 8 - Laboratory Preparation and Analysis of AirBath	1,000.00	20	20,000.00	0	0.00	0.00	0.00	0.00	0.00
TOTAL	8,000.00	160	1,600,000.00	0	0.00	0.00	0.00	0.00	0.00