

Name of Project: **Solano HCP**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)**

THIS AGREEMENT, **effective July 1, 2024**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **LSA Associates, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano HCP**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Solano HCP**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$450,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2025**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

*(Note: this paragraph is optional)* Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Mike Trotta, CEO  
LSA Associates, Inc.  
157 Park Place  
Pt. Richmond, CA 94801

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The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

LSA Associates, Inc.

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Mike Trotta,  
CEO

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2024 to June 30, 2025  
File Number: AG-L-4  
Account Manager: C.Lee  
G/L Account #: 6250SC  
Job Cost #: 4600  
Contract Type: Professional Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Scope of Work**

SCWA requires continued assistance with finalizing the Solano Habitat Conservation Plan (HCP). Finalizing the HCP will require continued coordination with regulatory agencies and Plan Participants, final revisions to the plan, and coordination Jacobs Engineering to finalize the HCP EIR/EIS.

**Agency Coordination Meetings**

SCWA requires continued coordination with federal, state, and local agencies to move the HCP forward.

**Plan Participant Meetings**

SCWA requires continued meetings with the HCP Plan Participants to keep them up to date on HCP development.

Final HCP Edits

SCWA requires completion of the HCP, including all chapters, fee structures, and proposed monitoring.

**HCP Training**

SCWA and Plan Participants will require training on how to implement the HCP, including monitoring and reporting requirements.

**EIR/EIS Coordination**

SCWA requires coordination and updates between the HCP and the EIR/EIS for the HCP (Jacobs Engineering).

**2081 Permit**

SCWA requires a 2081 permit from the State Fish and Wildlife for take authority for state listed species under the HCP.

**Regional General Permit/Letter of Permission for Operation and Maintenance Activities**

SCWA requires a Regional General Permit from the Army Corps of Engineers under the HCP for Clean Water Act compliance.

SCWA requires a Letter of Permission through the State Water Board under the HCP for Section 401 certifications.

SCWA requires a Regional Maintenance Permit from the California Department of Fish and Wildlife under the HCP for Fish and Game Code compliance.

**Letter of Permission or Regional General Permit for Development Activities  
King Ranch Conservation Easement Compliance**

SCWA requires compliance monitoring on conservation easements SCWA own on King Ranch (Solano Land Trust property).

**Mitigation Land Evaluation**

SCWA requires continued restoration activities on its properties, including riparian forest restoration, marshland connectivity, and burrowing owl nest establishment.

**Petersen Ranch Bank Agreement**

SCWA requires initiation and establishment of mitigation banking agreement documentation for Petersen Ranch for HCP mitigation needs as well as other regional mitigation needs.

**Technical Support Related to County Resources Planning and Potential Land Use Changes**

SCWA requires technical support (as needed) for evaluation and analysis of potential impacts on HCP implementation resulting from proposed land use changes and development outside the parameters of the HCP.

**Miscellaneous Tasks**

SCWA may need assistance with unanticipated tasks associated with HCP implementation.

**Deliverables**

Many of the mentioned activities are long-term planning efforts and deliverables may not necessarily come to fruition this fiscal year. However, the following my move forward in at least draft form:

Public Draft HCP

Draft 2081 Permit

Draft Regional General Permit

Draft Letter of Permission

King Ranch Conservation Easement Compliance

Draft Petersen Ranch Banking Instrument



BERKELEY  
CARLSBAD  
FRESNO  
IRVINE  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

April 2, 2024

Chris Lee  
Assistant General Manager  
Solano County Water Agency  
810 Vaca Valley Pkwy #203  
Vacaville, CA 95688

Subject: Solano HCP 2024-2025 Scope and Budget

Dear Chris:

As requested, I am sending you the LSA's proposed scope and budget for the Solano HCP approval and implementation tasks for FY 2024-2025. A summary description of the proposed work tasks, assumptions, and task cost are in Attachment 1.

In developing this budget, we have made the following assumptions:

1. Based on the previous draft timeline provided by the Service, their recent staff changes, and coordinating review of remaining sections adding Northwestern pond turtle as the 39<sup>th</sup> Covered Species, LSA assumes the Service will have submitted their final comments of all HCP files by the end of June 2024.
2. LSA will incorporate these into the Administrative Public Draft HCP by the end of August 2024 with a target release of a final admin HCP by the end of September 2023.
3. The actual publication of the public Draft HCP will occur by early spring of 2025 with a final HCP approval anticipated for summer 2025.

Our overall work scope is similar to 2023-2024, mainly due to various agency constraints we did not progress as far as we had anticipated. Work for the upcoming year focuses on tasks associated with preparing the public draft, responding to public comments, initiating steps for implementation of the HCP, and finalizing the 2081 application to be consistent with the final HCP and coordinate with CDFW. LSA will further reinitiate the integration with the U.S. Army Corps of Engineers and State Water Resources Control Board regulatory programs, pending the certification of the HCP EIR/EIS.

We have also included budget for necessary studies, prospectus development, and application for a conservation bank and conservation easement(s) on Petersen Ranch. In 2024, we are expecting to develop the Restoration Plan which will add credit opportunities, especially in the marsh and vernal pool areas. In addition, the following items need to be developed or updated: Interim and Long-term Management Plan, interim and long-term endowment management costs, conservation easement, Phase 1 hazards report, Minerals Assessment, and Title Report.



We suggest that the mitigation bank at Petersen Ranch be permitted through the US Army Corps of Engineers Interagency Review Team (IRT) process as this will allow wetland community restoration and preservation on Petersen Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State in addition to providing HCP covered species mitigation. It would also allow SCWA to sell credits to non-HCP participants, particularly those with needs for marsh habitat credits (including plants and fish of the upper Delta and tidally influenced sloughs). LSA will also coordinate with the applicable agencies and the SCWA-selected conservation easement holder (TBD).

As part of developing/expanding bank credits, LSA will build upon and continue monitoring the ongoing restoration studies. We will also continue our work with the Hearn family to provide alternative water sources for livestock and review the feasibility of additional fencing and rotational grazing.

We have also included a small budget for continuing support of SCWA in addressing the California Forever proposal.

Overall, we suggest a budget of \$450,100 to cover all tasks. If you have any questions or require additional information, please do not hesitate to contact me or Steve Foreman.

Sincerely,

**LSA Associates, Inc.**

A handwritten signature in blue ink, appearing to read "S. Kohlmann", is centered on the page.

Steve Kohlmann, PhD  
Associate/Wildlife Biologist

Attachments    Scope and Budget 2024-2025  
                          Rate Sheet

**EXHIBIT B**

**RATE OF COMPENSATION**

**ATTACHMENT 1: SCOPE AND BUDGET**

<b>Task</b>	<b>Description</b>	<b>Estimated hours</b>	<b>Budget</b>
<b>1 Agency Coordination Meetings</b>	Anticipated are six meetings with Regulatory Agency representatives of the US Fish and Wildlife Service (USFWS or the Service), California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (Corps), and State Water Resources Control Board (State Board) for the HCP, 2081 Permit, and the 404/401/1602 integration. Task includes meeting preparation and follow-up.	80	\$15,600
<b>2 Steering Committee Meetings</b>	This task assumes four stakeholder/steering committee meetings. Staff time includes attendance and preparation of presentations for the Principal biologist and Staff Biologist/Assistant Project Manager. We assume that we will have at least 4 steering committee meetings to go over the Public Draft HCP and address any comments/concerns steering committee member may have. Also, we anticipate at least one steering committee meeting to discuss the 404/401 integration process.	80	\$15,600
<b>3 Applicant Meetings</b>	This task assumes six meetings with the Plan Participants. Staff time includes attendance at all meetings and preparation of presentations for the Principal Biologist. As the HCP is finalized, interaction with the Applicants will intensify to prepare them for the implementation phase. We also anticipate further coordination in the development of the Operations and Maintenance RGP.	40	\$7,800
<b>4 Final Revision of Fees</b>	Update of cost spreadsheets. Final recalculation of fees to ensure that funding for the HCP is adequate. We do not anticipate major modifications to avoidance, minimization, and mitigation measures.	40	\$7,800
<b>5 Final HCP Edits and Production</b>	This task will be to incorporate public comments on the public draft HCP. This task includes preparation of one complete camera ready copy; this scope does not include reproduction of hard copies of the HCP	280	\$54,600
<b>6 HCP Implementation Training</b>	This task facilitates implementation of the HCP once it is approved. Work includes updating current draft implementation handbooks for all 13 Plan Participants based on the Final HCP. The task includes updates to the Geobrowser to track habitat loss/gain. We also include budget for ongoing updates of the GIS layers in the Geobrowser and revising HCP figures.	180	\$35,100
<b>7 HCP EIR/EIS Coordination</b>	Assuming that the EIR/EIS is largely finished, this requires providing the species impacts information and figures and reviewing the revised version for consistency edits.	60	\$11,700

### 8 Finalize 2081 Permit

This task involves updating the 2081 and continued coordination and support to USFWS and CDFW for issuance of a 2081 permit and associated MOUs. We anticipate incorporating considerable final edits and addressing comments from the CDFW. 120 \$23,400

### 9 Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities

The RGP is largely ready for issuance implementation but may need minor updates to mirror the HCP. The primary remaining task is to process the application to the State Board for the 401 certification. 60 \$11,700

### 10 Letter of Permission (LOP) or RGP for Development Activities

This task addresses the continued work with US Army Corps of Engineers and State Water Resources Control Board to integrate the HCP with the 404 permit process and 401 certification process for new development activities. We anticipate this task will lead to a simplified and expedited wetland fill permit process involving a letter of permission or LOP or RGP that should cover all or most of the urban development within Plan Participant's jurisdictions. 320 \$62,400

### 11 Public Meetings

This task assumes two public meetings to introduce the Draft HCP to the general public and attendance at two public hearings on the Draft EIR/EIS. Staff time includes attendance at each meeting and preparation of presentations for the Principal Biologist. 80 \$15,600

### 12 King Ranch Conservation Easement Compliance

This task involves the compliance monitoring for the SCWA held conservation easement on King Ranch. This task includes annual compliance monitoring tasks and minor coordination with Solano Land Trust. 40 \$7,800

### 13 Mitigation Lands Evaluation

This task includes continues the work with the ecological restoration team to plan, study, and implement various restoration projects on Peterson Ranch although the other sites. These studies include riparian restoration, marshland connectivity restoration, burrowing owl nest establishment, and ground squirrel translocation. 120 \$23,400

### 14 Petersen Ranch Bank Agreement\*

This task involves preparation of the necessary documents to establish Petersen Ranch as a multi-agency approved mitigation bank to allow wetland restoration and preservation on the Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State as well applicable HCP covered species. Documents to be provided include a prospectus, draft Interim and Long-term Management Plan, preliminary restoration plan, endowment costs, draft conservation easement, Phase 1(no sampling) Report, Minerals Assessment, and Title Report. LSA will also coordinate with the applicable agencies and conservation easement holder (assumed to be the Solano Land Trust). 620 \$120,900

### 15 Miscellaneous Tasks

This task is to address unanticipated needs for additional studies, research, additional meetings etc. 100 \$19,500

### 16 California Forever

Support SCWA in addressing the California Forever proposal, conducting analyses, preparing maps etc. through the 2024 referendum. 80 \$15,600

### 16 Reimbursable Expenses

Mileage, copying, printing, plotting, GIS use fees, etc. \$1,600

**Total budget 2,220 \$450,100**

## SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

### FEES FOR PROFESSIONAL SERVICES

#### Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

#### Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

### EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

### INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

## **PAYMENT OF ACCOUNTS**

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## **STANDARD OF CARE**

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

## **PROJECT DELAYS**

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

## **INDEMNIFICATION**

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

## **ELECTRONIC FILE DATA CHANGES**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

## **FORCE MAJEURE**

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

## LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

## NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

## TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

## LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

## CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

### HOURLY BILLING RATES EFFECTIVE JUNE 2023

Job Classification							Hourly Rate Range <sup>1,2</sup>
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
<b>Field Services</b>							
Senior Field Crew/Field Crew							\$85–120
<b>Office Services</b>							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

<sup>1</sup> The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

<sup>2</sup> Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

### LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023<sup>1</sup>

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

<sup>1</sup> Direct costs shall be reimbursed at cost plus 10 percent.