PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 4th day of February, 2019, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and LSA Associates, Inc. hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Contractor to Provide the services listed in LSA Associates, Inc. proposal dated January 31, 2019.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Contractor upon the terms and conditions set forth, and the Contractor hereby accepts said retention and agrees to render the services upon said terms and conditions.

- 1. **TERM:** The term of this Agreement shall be for a period of <u>twenty-six (26) weeks</u> commencing <u>February 11, 2019</u>, and terminating <u>August 12, 2019</u>, unless terminated earlier pursuant to Section 15.
- 2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement; LSA Associates, Inc. proposal, dated January 31, 2019, attached and included herein as Exhibit B.
- 3. **SCOPE OF WORK:** As directed by the District, the Contractor agrees to the following:
 - A. Contractor shall provide the following services: LSA Associates, Inc. proposal, dated January 31, 2019, attached and included herein as Exhibit B.
- 4. **<u>DISTRICT DESIGNEE:</u>** Contractor shall provide its Services and Products to <u>Hector Gonzalez, Director of Facilities</u>, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.
- 5. **EXPENSES:** Contractor agrees and understands that some travel may be required, at Contractor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for travel time from home office to a District location.

The Contractor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

- 6. **SUBCONTRACTORS**: Contractor shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Contractor's own resources and billings.
- 7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Contractor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Contractor shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Contractor retains the right to provide similar or different Services or Products for others during the term of this Agreement. Contractor shall pay all wages, salaries, benefits and other amounts due its employees and sub-Contractors, and shall be responsible for all reports and obligations respecting its employees and sub-Contractors.
- 8. **ASSIGNMENT:** Contractor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

- 9. <u>CONFIDENTIALITY:</u> Contractor and all personnel designated by Contractor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
- 10. **EXECUTION OF CONTRACT:** Contractor shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "A". In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".
- 11. **INDEMNIFICATION:** Contractor and District 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.
- 12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Contractor until said Services and/or the Products are received by the District's Designee.
- 13. **FEE:** For Services and Products provided under the Agreement, the District will pay Contractor an amount not to exceed \$130,428.00, as per the attached LSA Associates, Inc. proposal, dated January 31, 2019.
- 14. <u>CONDUCT</u>: Contractor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Contractor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.
- 15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Contractor. Said notice shall be in writing and shall be delivered to the addresses listed for the Contractor. Contractor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.
- 16. **FISCAL YEAR:** Contractor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Contractor continuously throughout the term irrespective of fiscal year, Contractor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.
- 17. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.
- 18. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.
- 19. **PERMITS & LICENSES**: Contractor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.
- 20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- 21. **COMPLIANCE:** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and

harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- 22. **RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.
- 24. **NONDISCRIMINATION**: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.
- 25. **WORKERS' COMPENSATION**: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.
- 26. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Contracto	r:	
Type or Print	Contractor's Name	
Contractor's	Signature	
Date		
Contractor's	Address	
City	State Zip	
Phone	Fax	
Contractor's	Email Address	
DISTRIC	Г:	
Type or Print District Approver's Name		
District Approver's Signature		
District Appr	over's Title	
Date		

EXHIBIT "A" - Insurance Requirements

- A. <u>Minimum Requirements</u>. Contractor shall, at its expense, procure and maintain 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 Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- B. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.
- D. <u>Professional Liability</u>.[INCLUDE IF APPLICABLE] Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.
- E. <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
- (1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.
- Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.
- (3) <u>Workers' Compensation and Employers Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F.Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT B LSA Associates, Inc. proposal, dated January 31, 2019



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

January 31, 2019

Mr. Hector Gonzalez, Facilities Manager Perris Union High School District 155 E. 4th Street Perris, California 92504

Subject: Proposal to Provide a Cultural Resources Monitoring Program for the Perris Union High

School # 4 Project in Riverside County, California (LSA Project No. PHG1901.P)

Dear Mr. Gonzalez:

LSA is pleased to submit this proposal to provide cultural and consulting services for the approximately 49-acre project site located in an unincorporated part of Riverside County, California. Specifically, LSA will conduct a cultural resources monitoring program. In order to assist the Perris Union School District (District), LSA has developed the following Scope of Work.

SCOPE OF WORK

Please note the scope of work and budget stipulates that only California Environmental Quality Actlevel effort will be required of LSA, and that there is no federal or State agency involvement. The scope of work, cost estimate, and schedule are based upon the assumption of minimal recovery (see below).

Task 1: Pre-construction Meeting

The LSA Project Archaeologist or Archaeological Monitor will attend one pre-grading meeting with construction personnel for the purpose of establishing coordination with the grading contractor and reviewing procedures for archaeological monitoring. This meeting will include Cultural Resources Awareness Training comprising a brief orientation of project personnel on the types of archaeological resources that have been encountered within the project area, the role of the archaeological monitor, procedures to be followed during ground disturbance in sensitive areas, and protocols that apply in the event that resources are discovered.

Task 2: Cultural Resources Monitoring Program

LSA will provide a monitor who has extensive experience related to prehistoric resources. The monitor will work under the direct supervision of a qualified senior archaeologist. The task of monitoring will be conducted on a full-time (8 hours/day, 5 days/week) basis during grading in native, undisturbed sediments. As stipulated by the client, up to 26 weeks (130 days) of monitoring is assumed. If the construction schedule extends beyond 26 weeks, is more than 5 days/week, or more than 8 hours/day (not including travel time), extension of the monitoring program may be necessary.

In the event multiple spreads of equipment operate simultaneously and cannot be observed by a single monitor or archaeological deposits or features requiring salvage excavation are identified during ground-disturbing activities, additional staff may temporarily be required. Higher staffing levels will require a budget adjustment.

Task 3: Laboratory Analysis

As recovery of a small number of artifacts is anticipated from Site 33-002007, some laboratory time will be required for processing and analysis. LSA will prepare, catalog, and analyze any artifacts found during the monitoring program. This proposal is based on minimal findings (fewer than 30 artifacts). In the event a substantial amount or significant type(s) of artifacts are recovered, a contract modification will be required for additional laboratory time.

Task 4: Site Record Update

The Department of Parks and Recreation (DPR) forms for Site 33-002007 will require a supplementary update to document the status of the resource following the end of grading and construction excavation activities (i.e., removed), and any artifacts recovered during the monitoring program.

Task 5: Report of Findings

Upon completion of the construction grading, LSA will produce a report detailing the results of the cultural resources monitoring program. This proposal is based on minimal recovery. In the event substantial amount or significant type(s) of artifacts are recovered, a contract modification will be required for an expanded report. Minor comments from the District are anticipated. In the event substantive issues develop requiring unanticipated/unscoped effort (not provided for in the estimate), such as protracted coordination with the District or response to Tribal comments, a contract modification will be required.

Potential Task: Unanticipated Discovery

In the event of a substantial unanticipated discovery requiring extended salvage excavations, additional staff will temporarily be required and an expanded site record update and report of findings will be prepared. Development of a data recovery plan and a schedule adjustment may also be necessary.

Project Deliverables

LSA will provide one electronic version of the draft report with attached site record update to the client for review and one electronic version of the final report.

Associated Tasks and Costs

Tasks associated with the completion of this project include graphics, word processing, and project management. In addition, mileage, photocopies, etc., will be included. These tasks and expenses are included in the budget below.

PERSONNEL

LSA Senior Cultural Resources Manager/Archaeologist Riordan Goodwin will be the Project Manager and Monitoring Supervisor and the primary contact person. LSA Associate/Archaeologist Ivan Strudwick will be available for consultation as needed.

BUDGET

The following represents a cost estimate of the tasks to be completed. Individual task costs may vary within these budget estimates; however, the total cost estimate based on the attached billing rates will not be exceeded without your prior authorization.

Tasks	Costs
Task 1: Pre-construction Meeting	\$480
Task 2: Cultural Resources Monitoring Program (26 weeks)	\$93,990
Task 3: Laboratory Analysis (Fewer than 30 artifacts)	\$960
Task 4: Site Record Update	\$3,535
Task 5: Cultural Resources Monitoring Report (minimal recovery)	\$4,095
Potential Task: Unanticipated Discovery	\$20,000
Reimbursables (mileage)	\$7,368
Cost Estimate (Tasks 1 through 5 and Reimbursables)	\$130,428

Please note that the cost estimate provided herein is valid through May 31, 2019. Subsequent to that date, costs may need to be adjusted.

This proposal was prepared by LSA solely for the client's internal use in evaluating LSA's business proposal and deciding whether to contract with LSA to perform the services described in this proposal. LSA considers the pricing and other business information the property of LSA. This proposal and the information contained herein shall not be used for any purposes other than as specifically stated above and shall not be disclosed to any other party without LSA's written consent.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you find this proposal acceptable, please sign the authorization block, make a copy for your records, and return the original to us. If you have any questions, please feel free to contact me at (951) 781-9310 or at rory.goodwin@lsa.net.

Sincerely,

ISA ASSOCIATES, INC.

Riordan Goodwin

Senior Cultural Resources Manager



Attachment: LSA Schedule of Standard Contract Provisions and Billing Rates

The above-stated terms re: Cultural Resources Monitoring Program for the Perris Union High School # 4 Project in Riverside County, California (LSA Project No. PHG1901.P) are hereby accepted and authorized.

CONSULTANT:	CLIENT:
LSA Associates, Inc.	
Authorized Signature	Authorized Signature
Lloyd Sample	Hector Gonzales
Print Name	Print Name
Principal	Facilities Manager
Title	Title
Date	Date

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. All other professional services are 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.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA's standard invoice may be billed for the 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.

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 in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

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 personally delivered or deposited in the mail, postage prepaid, sent certified or registered, 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 shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 5 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with 7 days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven 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.

HOURLY BILLING RATES EFFECTIVE JUNE 2018

Job Classification						Hourly	
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	Rate Range ^{1,2}
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$165-350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$105-245
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/	Senior Air Quality/Noise	Senior Cultural Resources Manager	Senior Biologist/ Botanist/Wildlife	Senior GIS Specialist	\$95–180
	Planner	Engineer	Specialist		Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist		
Planner	Environmental Planner	Transportation Planner/ Engineer	Air Quality/Noise Specialist/ Climate Change Specialist	Cultural Resources Manager, Archaeologist/ Architectural Historian	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	\$85–150
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	\$75–100
Field Service	S						•
Senior Fie	ld Crew/Field Crev	V					\$75-100
Office Service	es						
Graphics							\$115-130
Marketing						\$75–120	
Office Assistant						\$65–105	
Project Assistant						\$70–105	
Research Assistant/Intern						\$50-70	
Word Processing/Technical Editing						\$95–110	

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.

LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE JUNE 2018

De	scription	Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.07 per page	GPS Unit	\$75.00 per day
Reproduction	(8.5 x 11) Color	\$0.40 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction	(11 x 17) B/W	\$0.10 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction	(11 x 17) Color	\$0.75 per page	Laser Rangefinder	\$25.00 per day
CD Production		\$5.00 per CD	Sound Meter	\$75.00 per day
USB Flash Drive		\$5.00 per drive	Sound Meter with Velocity Transducer	\$85.00 per day
Plotting		\$3.75 per sq ft	Aerial Photo	Cost
Aerial Drone		\$200.00 per day	Boat Rental	\$125.00 per day
Mileage	On-Road	Current federal rate	Water Quality Meter	\$25.00 per day
Mileage	Off-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night

² 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.