

AGREEMENT FOR PROFESSIONAL SERVICES
LSA Associates, Inc.

Environmental Consulting Services
Camino Del Norte, Project No. Z10030

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 23, 2018, by and between the City of Lake Elsinore, a municipal corporation ("City") and LSA Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services: environmental consulting services and reporting for the Camino Del Norte Improvement Project.

B. Consultant has submitted to City a proposal, dated October 12, 2018 attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **One Hundred Four Thousand Seven Hundred Ninety dollars (\$104,790)** without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Suspension or Termination.

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 such 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 "Method of Payment" herein.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractors prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City

may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

8. Independent Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant and shall not act as an agent or employee of the City.

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

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

14. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractors to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: LSA Associates, Inc.
Attn: Mike Trotta
703 Palomar Airport Road, Ste 260
Carlsbad, CA 92011

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all

rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractors nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractors other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Authority to Enter Agreement. Consultant 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 to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractors, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

28. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

LSA Associates, Inc., a California Corporation

Grant Yates, City Manager

By: Mike Trotta
Its: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



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

October 12, 2018

Farid Dost, PE, QSD
Senior Civil Engineer
City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530

Subject: Proposal for Environmental Consulting Services, Permitting, Mitigation Compliance,
Camino del Norte and Canyon Estates Drive Projects

Dear Mr. Dost:

LSA hereby submits this proposal for environmental consulting services. Specifically, this proposal describes services for providing assistance to the City of Lake Elsinore (City) for obtaining regulatory agency permits for the proposed Canyon Estates Drive/Canyon View Drive Intersection Improvement Project and the proposed extension of Camino del Norte Project within the City and compliance with mitigation requirements identified in the respective environmental documents for each of these projects. These mitigation requirements include cultural and tribal cultural resource monitoring, conducting a burrowing owl survey and report preparation, a pre-construction nesting bird survey, preparation of a Paleontological Resources Impact Mitigation Program (PRIMP), and other general compliance assistance. LSA will additionally contract with Ninyo & Moore (N&M) to provide geotechnical and hazardous materials support services.

The following scope of work will address the tasks LSA will provide for the Mitigation, Monitoring, and Reporting Program (MMRP) associated with the Canyon Estates Drive/Canyon View Drive Intersection Improvement Project and the Environmental Commitments Record (ECR) associated with the Interstate 15/Railroad Canyon Road Interchange Improvement Project, which includes the extension of Camino del Norte. Costs associated with each task are provided below. All professional staff involved for each task are available to begin work as soon as the Notice to Proceed is provided.

SCOPE OF WORK- CANYON ESTATES DRIVE/CANYON VIEW DRIVE INTERSECTION PROJECT AND CAMINO DEL NORTE EXTENSION PROJECT

The following tasks are associated with the mitigation measures identified in the MMRP document for the Canyon Estate Drive/Canyon View Drive Intersection Improvement Project, as provided by the City (BIO-1; BIO-2; and PAL-1) and the measures identified in the ECR document for the Interstate 15/Railroad Canyon Road Interchange Project that are applicable to the Camino del Norte Project, as provided by the City (PAL-1; AN-1; and AN-7) that can be satisfied together.

Biological Resources

Task 1: Burrowing Owl Survey and Report (BIO-1; Schedule: 30 days prior to ground disturbing construction activities)

The project is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) designated survey area for the western burrowing owl (*Athene cunicularia hypugaea*), a State species of concern and federal migratory bird. A previously prepared focused burrowing owl survey was conducted for the Canyon Estates Drive/Canyon View Drive Intersection Improvement Project. The survey identified no suitable burrows within the Biological Study Area (BSA). Therefore this scope is limited to the initial burrow survey and report. A preconstruction burrow survey will be conducted no more than 30 days prior to ground disturbance. The burrow survey will be conducted by walking transects throughout the BSA established for the Canyon Estates Drive/Canyon View Drive Intersection Improvement Project and the BSA established around the Camino del Norte Extension alignment. According to currently accepted protocol, if the results of the burrow search indicate that the site contains burrows that could be used by burrowing owl, then up to four additional site visits are required to determine whether burrowing owls are present on site and to locate any active burrows. The four additional site visits are not included in this scope. Optional Task 1A below includes a scope and budget for the additional follow up surveys.

LSA will prepare and submit a draft report describing the survey methodologies and results of the focused burrow survey. Upon receipt of one set of consolidated, non-contradictory comments, LSA will revise the draft report and submit a final report. This scope of work includes one round of comments. A copy of the report will be sent to the Western Riverside County MSHCP Biological Monitoring Program as required under the MSHCP.

Cost: \$5,000

Optional Task 1A: Additional Follow-Up Surveys for Burrowing Owl Focused Survey

If the results of the burrow search indicate that the BSA contains burrows that could be used by burrowing owl, and LSA is authorized to proceed with this optional task, then an LSA biologist will conduct up to four additional site visits to determine whether burrowing owls are present on site and to locate any active burrows. All burrowing owl sightings, occupied burrows, burrows with owl sign, and foraging areas (if known) will be counted and mapped. If burrowing owls are found within the BSA, relocation of the owls may also be required. This task and budget do not include relocation services.

Cost: \$4,500

Task 2: Construction Nesting Bird Surveys (BIO-2 and AN-7; schedule: ongoing during construction)

The general bird nesting season is February 15 through September 1. A pre-construction nesting bird survey will be conducted within the limits of the BSA established for the Canyon Estates Drive/Canyon View Drive Intersection Improvement Project and the BSA established around the Camino del Norte Extension alignment within 3 days prior to construction if construction is proposed during the bird nesting season. Should nesting birds be found, an exclusionary buffer will

be established by the project biologist. The buffer may be up to 500 feet in diameter depending on the species of nesting bird found, and the nature of the adjacent construction activity. This buffer will be clearly marked in the field by construction personnel under guidance of the biologist. No construction or clearing will be conducted within this buffer zone until the biologist determines that the young have fledged or the nest is no longer active. This budget includes time for two nesting bird surveys.

Cost: \$1,500

Paleontological Resources

Task 3: Paleontological Mitigation Plan (PMP, PAL-1; schedule: 6 weeks)

LSA shall prepare a Paleontological Mitigation Plan (PMP) to identify general and specific measures to minimize/mitigate potential impacts to significant paleontological resources. The PMP shall function as the formal guide for monitoring, collecting, and sampling activities. The PMP shall be developed in accordance with the guidelines of the California Department of Transportation (Caltrans), the County of Riverside, and the Society of Vertebrate Paleontology and shall include, but not be limited to, the following:

- A pre-construction field survey shall be conducted, followed by salvage of surface paleontological resources, if necessary.
- A thorough discussion of the anticipated geologic units expected to be encountered, the location and depth of the units relative to the project when known, and the known sensitivity of those units based on the occurrence of fossils either in that unit or in correlative units.
- A discussion of the locations of where the monitoring of project construction activities are deemed necessary, and a proposed plan for monitoring and sampling.
- All grading and excavation in sediments with the potential to contain paleontological resources shall be monitored by trained paleontological crews working under the direction of a qualified professional. Monitors shall be empowered to temporarily halt or divert equipment to allow the removal of abundant or large specimens. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays.
- The fossils shall be stabilized, salvaged, and removed to safe, off-site storage.
- The fossils shall undergo preparation, identification, and analysis to allow their identification.
- The fossils shall be curated into the systematic storage system of an established institutional repository.
- A Paleontological Mitigation Report signifying completion of the PMP shall be prepared and submitted to Caltrans.

The PMP will be submitted to the Caltrans for review and approval prior to the beginning of construction activities.

Cost: \$11,540

Task 4: Paleontological Monitoring During Construction (PAL-1; schedule: ongoing during construction)

LSA will provide qualified paleontological monitors to be present during all ground-disturbing construction activities within sediments that have potential to contain paleontological resources. Monitoring frequency and duration may be altered during construction depending on consultation with the City. As the construction schedule has yet to be determined, an hourly monitoring rate is provided for consideration. LSA proposes to provide these services on a time-and-materials basis consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates (attached). We estimate that monitoring activities can range from 2 to 10 hours per day.

Cost: \$100/hour (including travel time/mileage)

SCOPE OF WORK- CANYON ESTATES DRIVE/CANYON VIEW DRIVE INTERSECTION

The following tasks are associated with the mitigation measures identified in the MMRP document for the Canyon Estates Drive/Canyon View Drive Intersection Improvement Project, as provided by the City (BIO-3; CR-1, CR-2, CR-3, CR-4, CR-5, CR-6, CR-7, CR-8, CR-9, and CR-10)

Biological Resources

Task 5: Project-Related Impacts to MSHCP (BIO-3)

Prior to ground disturbance activities, written correspondence from CDFW stating that notification under Section 1602 of the California Fish and Game Code is not required for the project; or a copy of a CDFW-executed Lake of Streambed Alteration Agreement, authorizing impacts to California Fish and Game Code, Section 1602 resources associated with the project shall be obtained by the City.

LSA can assist the City in the coordination with CDFW.

Cost: \$1,000

Cultural and Tribal Cultural Resources

Based on the required qualifications for the role of Project Archaeologist, LSA cultural resources staff meet or exceed the Secretary of the Interior's Professional Qualifications Standards for Archaeology and are listed on the Register of Professional Archaeologists. Four senior staff members in Southern California are included on the County of Riverside list of qualified archaeologists. As presented in the MMRP, LSA, assuming the role of Project Archaeologist (CR-1), proposes to complete the following tasks:

Task 6: Cultural Resources Monitoring and Discovery Plan (Measures CR-3, CR-5, CR-6, CR-7, CR-8, CR-9, and CR-10; schedule: 5 weeks)

The following scope of work assumes negative findings for cultural resources. If cultural resources are encountered during ground disturbing activities, a budget augment will be necessary to implement the requirements of the Cultural Resources Monitoring and Discovery Plan. LSA, in consultation with the Monitoring Tribe(s) and the City, shall prepare a Cultural Resources Monitoring Plan (CRMP). The CRMP shall address the details, timing, and responsibility of all archaeological and cultural activities that will occur within areas proposed for ground disturbance (Measures CR-3 and CR-4). The CRMP shall include, but not be limited to, the following:

- Project grading and development scheduling.
- The coordination of a monitoring schedule as agreed upon by the Monitoring Tribe(s), the Project Archaeologist, and the City.
- The protocols and stipulations that the City, Monitoring Tribe(s) and Project Archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resources.
- A statement that the Project Archaeologist and designated Native American tribal monitor(s) assigned to the project by the Luiseño Tribe(s) shall have the authority to stop and redirect excavation in order to evaluation the significance of any archaeological resources discovered on the property (Measure CR-5).
- A statement that all artifacts discovered at the site shall be inventoried and analyzed by the Project Archaeologist and Native American tribal monitor(s). If any cultural materials of Native American origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop. The Project Archaeologist and Native American tribal monitor(s) shall analyze the Native American cultural materials for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of the California Environmental Quality Act (CEQA) and shall consider the religious beliefs, customs, and practices of the Luiseño Tribe(s). All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling. (Measure CR-6).
- A statement that the City and/or landowner shall relinquish ownership of all cultural resources. Native American cultural materials that cannot be avoided or relocated at the project site shall be prepared in a manner for curation. Within a reasonable amount of time, the Project Archaeologist, following consultation with the Monitoring Tribe(s), shall deliver the materials to

a qualified repository in Riverside County that meets or exceeds Federal Standards per 36 Code of Federal Regulations (CFR) Part 79 and which shall be made available to all qualified researchers and tribal representatives. (Measure CR-6).

- A discussion of the Treatment and Disposition of Cultural Resources: in the event that Native American cultural resources are inadvertently discovered during the course of grading for this project, the following procedures shall be carried out for the treatment and disposition of the discoveries, including the following:
 - Temporary On-site Curation and Storage: during the course of construction, all discovered resources shall be temporarily curated in a secure location on site. The removal of any cultural materials from the project site will need to be thoroughly inventoried with Native American tribal monitor oversight of the process.
 - Treatment and Final Disposition: The agency shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all cultural materials and non-human remains as part of the required mitigation for impacts to cultural resources. The construction contractor shall relinquish the cultural materials through one or more of the following methods and provide the cultural materials to the City Planning Department and Consulting Tribe(s):
 - Accommodate the process for on-site reburial of the discovered items with the Consulting Tribe(s). This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.
 - A curation agreement with an appropriate qualified repository within Riverside County that meets Federal Standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation. (Measure CR-7).
- A statement that all sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible. (Measure CR-8).
- A description of the contents, format, and review and approval process of the final Cultural Resources Monitoring Report, which shall be prepared according to Archaeological Resource Management Reports (ARMR) guidelines and City requirements. The final document will include at minimum: a discussion of monitoring methods and techniques used; the results of the monitoring program, including any cultural materials recovered; an inventory of any resources recovered; updated State Department of Parks and Recreation (DPR) forms, if any, and any other site(s) identified; final disposition of the resources; and any additional recommendations. A final copy shall be submitted to the City, the Eastern Information Center, and the Monitoring Tribe(s). (Measure CR-9).
- A statement regarding the potential discovery of human remains to include the following:
 - If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to their origin. Further, pursuant to California Public Resources Code

(PRC) Section 5097.98(b), the remains shall be left in place and free from disturbance until a final decision as to their treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) within 24 hours. Subsequently, the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD may then make recommendations and engage in consultations concerning the treatment of the remains, as provided in PRC 5097.98. (Measure CR-10).

Cost: \$10,000

Task 7: Assistance with Tribal Monitoring Agreements (Measure CR-2; schedule: 8 weeks)

While the City is responsible for government to government coordination with Native American tribes, LSA can assist the City with the preparation of a Monitoring Agreement to submit to tribes for approval. The Monitoring Agreement will address the designations, responsibilities, and participation of Native American tribal monitors during excavation and other ground-disturbing activities within undisturbed native soils and construction scheduling. Ground-disturbing activities within previously disturbed areas shall not require notification, monitoring or a Monitoring Agreement.

Cost: \$4,000

Task 8: Cultural Resources Sensitivity Training (Measure CR-4; schedule: ongoing during construction)

LSA and the Monitoring Tribe(s) shall provide cultural resources sensitivity training to all parties (construction personnel) working within the project area prior to any grading, excavation and/or other ground-disturbing activities on the project site. Construction personnel shall be informed of the types of archaeological resources that may be encountered and of the proper procedures to be enacted in the event of an inadvertent discovery of archaeological resources or human remains. The City's construction manager shall ensure that construction personnel are made available for and attend the training, and shall retain documentation demonstrating attendance. The training can be presented at the project kick-off meeting, and subsequent presentations may be provided by the City's construction manager to any additional personnel.

LSA will prepare a short presentation in consultation with the Monitoring Tribe(s) to provide to all construction personnel. This presentation will include at minimum:

- Applicable laws and penalties under law.
- Present samples or visuals of cultural resource artifacts that might be found in the project vicinity.
- Present the reasons for protecting these resources.
- Identify the personnel who have the authority to halt ground disturbance in the area of a discovery to an extent sufficient to ensure that the resource is protected from further impacts, as determined by the Project Archaeologist and the Monitoring Tribe(s).

Cost: \$4,500

Task 9: Archaeological Monitoring During Construction (CR-1; schedule: ongoing during construction)

LSA, as the Project Archaeologist, will provide qualified archaeological monitors to be present during all ground-disturbing construction activities as determined by the City prior to the start of any construction. Monitoring frequency and duration may be altered during construction depending on consultation with the Project Archaeologist, Monitoring Tribe(s), and the City. The City will be responsible for coordination with Monitoring Tribe(s) regarding the construction schedule. As the construction schedule has yet to be determined, an hourly monitoring rate is provided for consideration. LSA proposes to provide these services on a time-and-materials basis consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates (attached). We estimate that monitoring activities can range from 2 to 10 hours per day.

Cost: \$100/hour (including travel time/mileage)

SCOPE OF WORK- CAMINO DEL NORTE SEGMENT

The following tasks are associated with the measures identified in the ECR document for the Interstate 15/Railroad Canyon Road Interchange Project that are applicable to the Camino del Norte Project, as provided by the City (CR-1, CR-2, CR-3, and CR-4; GEO-1 and GEO-2; HAZ-6; WET-1, WET-3, and WET-4; AN-2, AN-5, and AN-6; TE-2; IS-1)

Cultural and Tribal Cultural Resources

Task 10: Cultural Resources Monitoring and Discovery Plan (Measure CR-4; schedule: 5 weeks)

The following scope of work assumes negative findings for cultural resources. If cultural resources are encountered during ground disturbing activities, a budget augment will be necessary to implement the requirements of the Cultural Resources Monitoring and Discovery Plan. LSA, in consultation with the Monitoring Tribe(s) and the City, shall prepare a Cultural Resources Monitoring and Discovery Plan (CRMDP). The CRMDP shall address the details, timing, and responsibility of all archaeological and cultural activities that will occur within areas proposed for ground disturbance (Measure CR-4). The CRMDP shall include, but not be limited to, the following:

- Project grading and development scheduling.
- The coordination of a monitoring schedule as agreed upon by the Monitoring Tribe(s), the Project Archaeologist, and the City.
- The protocols and stipulations that the City, Monitoring Tribe(s) and Project Archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resources.
 - A statement regarding the potential for the Project Archaeologist to initiate an archaeological testing program that would including the recordation of artifacts and controlled removal of the materials, as well as sampling of the area surrounding the find to delineate its horizontal and vertical extent. If the find is determined to be significant or is a unique archaeological and/or Tribal Cultural Resource, a data recovery program shall be

conducted to recover an adequate sample from the site to mitigate any impacts by the project.

- A statement that the Project Archaeologist and designated Native American tribal monitor(s) assigned to the project by the Luiseño Tribe(s) shall have the authority to stop and redirect excavation in order to evaluate the significance of any archaeological resources discovered on the property.
- A statement that all artifacts discovered at the site shall be inventoried and analyzed by the Project Archaeologist and Native American tribal monitor(s). If any cultural materials of Native American origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop. The Project Archaeologist and Native American tribal monitor(s) shall analyze the Native American cultural materials for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of the California Environmental Quality Act (CEQA) and shall consider the religious beliefs, customs, and practices of the Luiseño Tribe(s). All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling.
- A statement that the City and/or landowner shall relinquish ownership of all cultural resources. Native American cultural materials that cannot be avoided or relocated at the project site shall be prepared in a manner for curation. Within a reasonable amount of time, the Project Archaeologist, following consultation with the Monitoring Tribe(s), shall deliver the materials to a qualified repository in Riverside County that meets or exceeds Federal Standards per 36 Code of Federal Regulations (CFR) Part 79 and which shall be made available to all qualified researchers and tribal representatives.
- A discussion of the Treatment and Disposition of Cultural Resources: in the event that Native American cultural resources are inadvertently discovered during the course of grading for this project, the following procedures shall be carried out for the treatment and disposition of the discoveries, including the following:
 - Temporary On-site Curation and Storage: during the course of construction, all discovered resources shall be temporarily curated in a secure location on site. The removal of any cultural materials from the project site will need to be thoroughly inventoried with Native American tribal monitor oversight of the process.
 - Treatment and Final Disposition: The agency shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all cultural materials and non-human remains as part of the required mitigation for impacts to cultural resources. The construction contractor shall relinquish the cultural materials through one or more of the following methods and provide the cultural materials to the City Planning Department and Consulting Tribe(s):
 - Accommodate the process for on-site reburial of the discovered items with the Consulting Tribe(s). This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed.

- A curation agreement with an appropriate qualified repository within Riverside County that meets Federal Standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation. (Measure CR-7, Canyon Estates Drive/Canyon View Drive Intersection Improvement Project).
- A statement that all sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.
- A description of the contents, format, and review and approval process of the final Cultural Resources Monitoring Report, which shall be prepared according to Archaeological Resource Management Reports (ARMR) guidelines and City requirements. The final document will include at minimum: a discussion of monitoring methods and techniques used; the results of the monitoring program, including any cultural materials recovered; an inventory of any resources recovered; updated State Department of Parks and Recreation (DPR) forms, if any, and any other site(s) identified; final disposition of the resources; and any additional recommendations. A final copy shall be submitted to the City, the Eastern Information Center, and the Monitoring Tribe(s).
- A statement regarding the potential discovery of human remains to include the following:
 - If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to their origin. Further, pursuant to California Public Resources Code (PRC) Section 5097.98(b), the remains shall be left in place and free from disturbance until a final decision as to their treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) within 24 hours. Subsequently, the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD may then make recommendations and engage in consultations concerning the treatment of the remains, as provided in PRC 5097.98. (Measure CR-2).
- LSA can support the City with coordination with the Soboba Band of Luiseño Indians and the Pechanga Band of Luiseño Indians in regards to the project-related grading plans. The City and Caltrans are responsible for official coordination and agreements (Measure CR-3).

Cost: \$10,000

Task 11: Archaeological Monitoring During Construction (Measures CR-4 and CR-2; schedule: ongoing during construction)

LSA, as the Project Archaeologist, will provide qualified archaeological monitors to be present during all ground-disturbing construction activities as determined by the City prior to the start of any construction. Monitoring frequency and duration may be altered during construction depending on consultation with the Project Archaeologist, Monitoring Tribe(s), and the City. The City will be responsible for coordination with Monitoring Tribe(s) regarding the construction schedule. As the

construction schedule has yet to be determined, an hourly monitoring rate is provided for consideration. LSA proposes to provide these services on a time-and-materials basis consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates (attached). We estimate that monitoring activities can range from 2 to 10 hours per day.

If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to their origin. Further, pursuant to California Public Resources Code (PRC) Section 5097.98(b), the remains shall be left in place and free from disturbance until a final decision as to their treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) within 24 hours. Subsequently, the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD may then make recommendations and engage in consultations concerning the treatment of the remains, as provided in PRC 5097.98. (Measure CR-2).

Cost: \$100/hour (including travel time/mileage)

Hazards and Hazardous Materials

Task 12: Soil Sampling for VOCs and PCBs (Measure HAZ-6; schedule: 4 weeks)

The following assumptions apply to the proposed scope of work detailed in Task 13:

- Site access will be granted for field work during normal working hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.);
- Samples can be accessed using a hand auger to a maximum depth of 3 feet below ground surface (bgs); otherwise, samples will be collected to the maximum depth accessible if refusal is encountered;
- The project is subject to prevailing wage requirements under Determination Year 2018-1D;
- Underground service alert (USA) mark-out and notification will be performed by the City;
- N&M will be provided with plans showing the locations of existing utilities. N&M will not be responsible for damage to utilities not shown on the plans nor marked out by USA;
- Soil removed from the hand-augered borehole locations will be placed back in the borehole without compaction;
- Investigative derived waste will not be generated;
- Sampling locations will be in areas of exposed soil. Sampling beneath concrete or asphalt surfaces is not included in this proposal. If required, a coring machine and technician can be provided on a time-and-materials basis with prior written approval, and with notice prior to sampling activities;
- Analytical laboratory testing will be performed on a standard turnaround time (5 to 7 business days). Analysis can be expedited for a surcharge following the client's written approval;

- Testing of soil for leachability if analytical results exceed 10 times hazardous waste threshold concentrations is not included. If required, testing can be provided on a time-and-materials basis with written approval;
- California Department of Transportation (Caltrans) and regulatory involvement, review, and approval are not required for the proposed scope of services;
- Surveying, sampling or analysis of potential hazardous building materials (e.g., lead-containing surfaces, asbestos, universal waste) or other waste(s) accumulations (e.g., debris or soil stockpiles, drums, tanks, containers, sumps) in or around the structure at the subject property is not included, but can be performed on a time-and-materials basis with written approval;
- Meetings are not included in this proposal but can be provided on a time-and-materials basis with prior written approval.

Task 12.1: Work Plan

N&M will prepare a brief work plan outlining selection of sample locations using authoritative protocol, the methodology for collecting soil samples, and the selection of samples for laboratory analysis. Sample analysis will be in accordance with known or potential constituents of concern, as requested by the City. The work plan is not being prepared for submittal to Caltrans or any regulatory agency for review or approval.

Cost: \$1,650

Task 12.2: Field Sampling and Analysis

Based on our understanding of the project, N&M proposes the following scope of services for sampling and analysis:

- Preparation of site specific Health and Safety Plan for N&M workers.
- Project management and coordination for project activities with client, subcontractors and Caltrans.
- Collect in-situ soil samples from 12 locations in the project area between stations 51 to 54, and between the alternative right-of-way (ROW) and Interstate 15 (I-15), an approximate 400-foot by 250-foot area. Sample locations will be randomly located using authoritative protocol at varying depths between the surface and 3 feet bgs, or refusal, to generally screen the soils in this area for contaminants of potential concern. If stained or odorous soils are observed at a sample location, additional samples may be collected for potential analysis (up to 6 additional samples may be collected in the project area).
- Submit 12 soil samples to a California-certified laboratory for analysis of VOCs by Environmental Protection Agency (EPA) Method 8260B, TPH-extended range (C6-C44) by EPA Method 8015, Title 22 Metals by EPA Method 6010B and 7471A, OCPs by EPA Method 8081A, and PCBs by EPA Method 8082. Additional samples collected will be placed on hold at the laboratory for potential analysis, pending results of the 12 samples analyzed.

- Sample locations will be plotted on a map using a global positioning system (GPS).

Cost: \$9,500

Task 12.3: Technical Memorandum

N&M will prepare a technical memorandum summarizing the sampling and analytical results, with tabulated data, a figure with the sample locations and preliminary, general recommendations.

Cost: \$2,500

Task 13: Waters Permitting (Measure BIO-3, WET-1, WET-3, WET-4; schedule: 6 to 8 months)

LSA will prepare and submit the necessary permit application materials. LSA will prepare applications for the following:

- A United States Army Corps of Engineers (USACE) Federal Clean Water Act (CWA) Section 404 authorization under a Nationwide Permit;
- A CWA Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB); and
- A California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement under Section 1600 et seq. of the California Fish and Game Code.

Each application packet will be reviewed with the project team prior to submittal to the respective agencies. Permit packets are expected to be deemed complete by the agencies as submitted. Any additional coordination and requests by agencies for additional information not available to LSA prior to submittal may necessitate a budget augment. LSA assumes the project will qualify for a USACE Nationwide Permit and will not require a Standard Individual Permit (which would require more environmental review and a CWA Section 404(b)1 Alternatives Analysis). Preparation of an on-site mitigation plan is not included in this scope of services since the mitigation requirement, if any, would likely be met through participation in a mitigation bank or in-lieu fee program. LSA will assist the project team by managing agency coordination and assisting with preparation of documents needed for participation in an off-site mitigation bank or in-lieu fee program. The proposed schedule and budget include attendance and coordinating of up to three meetings, with each meeting taking two (2) hours each for a total of six (6) hours. We anticipate that any additional required coordination will take place via telephone, fax, e-mail, and mail. Please be advised that LSA will require information from the project design team to prepare complete applications. The City will be required to pay for any application fees.

Cost: \$24,000

Task 14: Establishment of Environmentally Sensitive Areas (Measure AN-2, AN-6; schedule: 1 week)

Prior to vegetation clearing or grading, LSA will instruct the contractor on where to install barriers around Environmentally Sensitive Areas (ESAs). Barriers are to be installed around disturbed/ruderal and Riversidian sage scrub plant communities adjacent to the project footprint. No grading or fill

activity will be permitted within the ESAs. Silt fencing will be installed at the ESA boundary to prevent accidental deposition of fill material. Budget for this task includes one site visit, travel time, and a reimbursable mileage expense. If this activity can be performed during the biological monitoring described in Task 16 below, then budget for Task 15 would not be used.

Cost: \$ 1,200

Task 15: Biological Monitoring (Measure AN-5 and IS-1; schedule: ongoing during construction)

LSA will provide a qualified biological monitor during construction activities to ensure vegetation removal, BMPs, ESAs, and all avoidance and minimization measures are properly constructed and followed.

The biological monitor will also provide inspection and coordination services related to IS-1: Compliance with MSHCP Landscaping and Erosion Control. LSA proposes to provide these services on a time-and-materials basis consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates (attached). We estimate that monitoring activities can range from 2 to 10 hours per day.

Cost: \$125/hour (including travel time/mileage)

Task 16: Compliance with HCP for Stephens' Kangaroo Rat (Measure TE-2; schedule: XX weeks prior to construction)

Compliance with this measure will be achieved through payment of a mitigation fee. No focused surveys are required for this species. LSA will assist the City in any coordination efforts.

Cost: \$1,000

Task 17: Compliance with MSHCP for Landscaping and Erosion Control (Measure IS-1; schedule: prior to construction)

LSA will prepare a weed abatement program to minimize the importation of nonnative plant material during and after construction. At a minimum, the program will include the bullets listed in IS-1. LSA will provide inspection and coordination with the contractor and project-related staff related to this measure as part of Task 15: Biological Monitoring.

Cost: \$3,000

Task 18: Project Management and Agency Coordination

This task represents an active project management role and includes participation in various Project meetings as well as coordination with agencies, the project contractor, stakeholders, and interested parties. The project management role provides a mechanism to ensure there is an adequate exchange of information during Project startup and completion of project tasks. This task includes notifying the City of problems as they are encountered and working expeditiously to resolve them. Important elements of this task will be to maintain the Project schedule, oversee the budget, and

coordinate efforts with the technical consultants, agencies, project contractor, stakeholders, interested parties, and the City. This task also includes time to provide the City with information and advice related to the particular environmental issues associated with the proposed Project. As such, LSA's Project Manager and Principal in Charge will maintain ongoing verbal and email communication with the City.

Cost: \$9,900

SCHEDULE

LSA will complete the permit packages within 45 days of authorization to proceed. The packages will be provided to the project team for review and comment. Within one week of receipt of any comments from the project team, the permit packages will be submitted to the regulatory agencies. It is anticipated that the resource agencies will take between 90 and 180 days to issue their corresponding permits. The Monitoring and Discovery Plan can be completed within five (5) weeks of a notice to proceed. The Sensitivity Training presentation can be completed within four (4) weeks of a notice to proceed. Archaeological Monitoring is for the duration of construction. The first draft report for the burrowing owl survey can be completed within two (2) weeks of completion of the necessary surveys. The first draft report for the PRIMP can be completed within eight (8) weeks of a notice to proceed. The first draft technical memorandum for the soils samplings tasks can be completed within four (4) weeks of a notice to proceed.

ESTIMATED BUDGET

LSA proposes to conduct the services described above on a time-and-materials basis in accordance with the attached Schedule of Standard Contract Provisions and Billing Rates. LSA estimates that these services can be conducted for \$100,290 (see the following table), which will not be exceeded without your prior written authorization. This cost does estimate not include LSA's estimate to complete Tasks scoped at an hourly rate (Archaeological, Paleontological, and Biological Monitoring). Once a construction schedule is identified, the total estimated cost to complete the monitoring tasks can be identified. If determined necessary upon completion of the initial site survey in Task 1, the optional task 1A to perform up to four (4) additional burrow surveys and document the results in the report will cost an additional \$4,500 to complete.

Task	Estimated Cost
Canyon Estates Drive Canyon View Drive Intersection Improvement Project / Camino del Norte Extension Project	
Task 1: Burrowing Owl Survey and Report	\$5,000
<i>Optional Task 1A: Additional Follow-Up Surveys for Burrowing Owl Focused Survey</i>	<i>\$4,500</i>
Task 2: Construction Nesting Bird Surveys	\$1,500
Task 3: Paleontological Mitigation Plan	\$11,540
Task 4: Paleontological Monitoring During Construction	\$100/hour

Subtotal	\$18,040¹
Subtotal with Optional Task	\$22,540¹
Canyon Estates Drive Canyon View Drive Intersection Improvement Project	
Task 5: Project-Related Impacts to MSHCP	\$1,000
Task 6: Cultural Resources Monitoring and Discovery Plan	\$10,000
Task 7: Assistance with Tribal Monitoring Agreements	\$4,000
Task 8: Cultural Resources Sensitivity Training	\$4,500
Task 9: Archaeological Monitoring During Construction	\$100/hour
Subtotal	\$19,500¹
Camino del Norte Extension Project	
Task 10: Cultural Resources Monitoring and Discovery Plan	\$10,000
Task 11: Archaeological Monitoring During Construction	\$100/hour
Task 12: Soil Sampling for VOCs and PCBs	--
Task 12.1: Work Plan	\$1,650
Task 12.2: Field Sampling and Analysis	\$9,500
Task 12.3: Technical Memorandum	\$2,500
Task 13: Waters Permitting	\$24,000
Task 14: Establishment of Environmentally Sensitive Areas	\$1,200
Task 15: Biological Monitoring	\$125/hour
Task 16: Compliance with HCP for Stephens' Kangaroo Rat	\$1,000
Task 17: Compliance with MSHCP for Landscaping for Erosion Control	\$3,000
Subtotal	\$52,850¹
Task 18: Project Management and Agency Coordination	\$9,900
Grand Total	\$100,290¹
Grand Total with Optional Tasks	\$104,790¹

Notes: All tasks include reimbursable expenses including mileage, and supplies, etc.

¹ = Total subject to change once total cost of monitoring tasks (Tasks 4, 9, 11 and 15) are determined.

Sincerely,

LSA



David Atwater
Senior Environmental Planner

Attachment: Schedule of Standard Contract Provisions and Billing Rates

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 Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
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/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$95–180
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 Services							
Senior Field Crew/Field Crew							\$75–100
Office Services							
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

¹ 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.

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.

LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE JUNE 2018

Description	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