



EXHIBIT 3-A

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

October 24, 2017

Larry Hampson, District Engineer
Monterey Peninsula Water Management District
P.O. Box 85
Monterey California 93942

Subject: Proposal for Section 106 Cultural Resources Consulting Services for the Carmel River Bank Stabilization at Rancho San Carlos Road Project, Carmel, Monterey County, California.

Dear Mr. Hampson:

Thank you for providing LSA with the opportunity to propose cultural resources consulting services for the above-referenced project. The two-acre project area is situated in and adjacent to the Carmel River, and will repair riverbanks damaged during last winter's high volume water flow events. The project will consist of the installation of a series of rock vanes/barbs of ¼- to two-ton rip-rap along with some rock placed on the slope. Filtering to prevent piping would be accomplished with an appropriately sized gravel filter. For the right bank, approximately 30-40 cubic yards of rock (about 60 to 80 tons) would be imported to the site and placed along the streambank to form a vane/barb. For the left bank, approximately 125 cubic yards of rock (about 250 tons) would be imported to the site and placed along the streambank to form a series of vanes/barbs. Work would be carried out when the river dries up or during very low flows when the river could be contained in a small low flow channel through the reach.

LSA will conduct cultural resources studies that are needed for the project to comply with the requirements of Section 106 of the National Historic Preservation Act (Section 106), which is necessary because the project requires a U.S. Army Corps of Engineers (Corps) Section 404 Nationwide Permit. LSA's studies will be directed toward the identification of cultural resources that have the potential to qualify as historic properties under Section 106. Due to the presence of plant resources (Santa Barbara sedge), which have been characterized by tribal stakeholders as natural resources of concern for their importance in traditional crafts, LSA will conduct consultation outreach with California Native American tribes to obtain their input and concerns regarding potential effects to this resource, and LSA will preliminarily document the resource on the appropriate State of California forms. The results of these core study tasks will be documented in a technical report of findings.

As an optional task, LSA anticipates that the resource area of concern (i.e., the sedge beds) can be adequately protected through the establishment of an Environmentally Sensitive Area (ESA) to exclude potentially damaging project activities, and that LSA will prepare an ESA Action Plan to be approved by the Monterey Peninsula Water Management District (District) and the Corps and implemented in coordination with any concerned Native American representatives.

LSA will complete the following core tasks to prepare a cultural resources report of findings:

Task 1: Prepare Area of Potential Effects (APE) Map. LSA will prepare an Area of Potential Effects (APE) map, as required by Section 106, that depicts the area of project ground disturbance. Preparation of the APE map will require CAD or GIS files of the project to be provided by the District. Budget for this task: \$1,500.

Task 2: Consult Interested Parties. LSA will conduct interested parties consultation outreach, as part of the requirements of Section 106, by contacting the Native American Heritage Commission (NAHC), Native Americans contacts on the NAHC contacts list including the Rumsen Tribe, and local Historical Societies, to request information or concerns they might have regarding cultural resources in the APE. An LSA archaeologist will attend two meetings with tribal representatives to discuss their concerns regarding the plant resource in the APE. Budget for this task: \$4,440.

Please note that formal consultation may be requested between interested tribal organizations and the Corps, as the federal lead agency responsibility under 36 CFR Part 800, the regulations that implement Section 106. LSA may assist the Corps in its consultation with tribal organizations, but only in a technical capacity and subject to approval from the consulting parties for such involvement due to the government-to-government nature of such consultation. Because the nature and extent of this consultation is unknown as this time, that consultation process (beyond the outreach letters and meetings described in this proposal) are not included in this scope and fee.

Task 3: Perform Records Search. LSA will conduct a records search at the Northwest Information Center (NWIC) in Rohnert Park, California, to identify whether a part or all of the APE has been previously surveyed for cultural resources; whether any known cultural resources have been recorded on or adjacent to the APE; and whether the APE's sensitivity for archaeological cultural resources is low, moderate, or high. Budget for this task: \$1,635.

Task 4: Perform Background Research. LSA will conduct background research using online resources and literature at LSA to identify the historic context and past history of the APE. This information will be used to determine if there is a potential for significant buried cultural resources on the property. If subsurface archaeological testing is required by the Corps, such testing would necessitate an augment to the scope. Budget for this task: \$800.

Task 5: Perform Archaeological Field Survey. LSA will conduct a field survey of the APE. Budget for this task: \$1,050.

Task 6: Sedge Recording. LSA will prepare California Department of Parks and Recreation 523 Series forms that document the boundary and contents of the resource. The forms will be appended to the report of findings. Budget for this task: \$2,845.

Task 7: Prepare Report of Findings. Following the completion of the tasks outlined above, a report of findings will be prepared which describes the results of the records search, interested parties

consultation, background research, and field survey. The report of findings will be prepared in accordance with the Corps' March 24, 2014, *Guidelines for Compliance with Section 106 of the National Historic Preservation Act*¹ and the guidelines specified in *Detailed Recommendations for Section 106 Consultation Submittals*, and *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format*, developed by the California Office of Historic Preservation (OHP), February 1990. Budget for this task: \$7,120.

Assumptions:

- LSA has budgeted eight hours to respond to comments on the report of findings.
- In addition to the sedge, if any other cultural resources are identified in or adjacent to the APE, a budget augment will be necessary to record or evaluate them.

The required tasks listed above can be completed for a budget not to exceed \$19,390.

Optional Tasks:

If requested, LSA will complete the following optional tasks:

ESA Action Plan. If the Corps determines that the sedge concentration can be protected by the implementation of an ESA, LSA will prepare an ESA Action Plan that will present the procedures for installing, monitoring, and removing an ESA fence. Implementation of the plan would require a budget augment. LSA has budgeted four hours to respond to comments on the ESA Action Plan. Budget for this task: \$3,785.

Sincerely,

LSA Associates, Inc.



Neal Kaptain, M.A. Associate

Archaeologist RPA 3799700 and Architectural Historian

Attachment: Standard Billing Rates

¹ The Corps' guidelines cited here were produced by the Corps' Sacramento District. These guidelines, however, are commonly used throughout the Corps districts in California.

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.

EXHIBIT 3-A

JUNE 2017

SCHEDULE OF STANDARD CONTRACT PROVISIONS
AND BILLING RATES



HOURLY BILLING RATES EFFECTIVE JUNE 2017

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–325
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$95–240
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	\$95–195
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$80–140
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	\$70–105
Field Services							
Senior Field Crew/Field Crew							\$70–100
Office Services							
Graphics							\$115–125
Marketing							\$80–185
Office Assistant							\$55–105
Project Assistant							\$70–100
Research Assistant/Intern							\$50–70
Word Processing/Technical Editing							\$60–115

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 2017

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		