

Helix Environmental Planning, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7140

THIS FIRST AMENDMENT to that Agreement for Services #7140 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Helix Environmental Planning, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7578 El Cajon Boulevard, La Mesa, California 91942, and whose local address is 1180 Iron Point Road, Suite 130, Folsom, California 95630 (hereinafter referred to as "Consultant").

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide as-needed environmental services for various projects, including broadband-specific projects, for the Planning and Building Department pursuant to Agreement for Services #7140, dated April 4, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of April 3, 2026 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$101,385, for a new not-to exceed amount of \$251,385, add annual increase language, and include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXII, Conflict of Interest**, adding **Exhibit C-1, Updated California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXX, Contract Administrator**;

WHEREAS, the parties hereto desire to fully-replace specific articles to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7140 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on April 3, 2028.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The hourly rates listed in Amended Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. The rate increase shall not exceed five percent (5%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement, as amended, shall not exceed \$251,385, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Subconsultant's services, other outside services, other direct costs, including but not limited to, materials, printing, rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, copying costs, and

computer services, authorized herein shall be invoiced at Consultant's cost, with a maximum ten percent (10%) markup, for the services rendered. All invoices that include subconsultant services and other direct costs, materials, and/or outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant and subconsultants for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's or subconsultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. There shall be no markups allowed on mileage expenses for Consultant or for any subconsultant. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee, if not already approved under the applicable Work Order. Any reimbursements for mileage expenses will only be made if such expenses are included in the budget of an approved and fully executed Work Order, if any, issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant or by any authorized subconsultants.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice.

Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

III. The last paragraph in ARTICLE XXII, Conflict of Interest, is fully replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," and Exhibit C-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

V. The following Articles are fully replaced in their entirety to read as follows:

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Robert Peters
Deputy Director
Planning and Building Department

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Helix Environmental Planning, Inc.
1180 Iron Point Road, Suite 130
Folsom, CA 95630

Attn.: Lesley Owing, Environmental Planning Group Manager

or to such other location as Consultant directs.

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert Peters, Deputy Director, Planning and Building Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #7140 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7140 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- HELIX ENVIRONMENTAL PLANNING, INC. --

By: *Shelby Howard*
Shelby Howard (Aug 26, 2025 14:48:16 PDT)

Dated: 08/26/2025

Shelby Howard
Chief Executive Officer
"Consultant"

By: *Kristin Olszak*
Kristin Olszak (Aug 26, 2025 17:00:48 PDT)

Dated: 08/26/2025

Kristin Olszak
Chief Financial Officer

HELIX Environmental Planning, Inc.
Amended Exhibit B
Amended Fee Schedule

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$300 - 325
Principal Noise/Air Quality Specialist	\$220 - 235
Principal Biologist/Regulatory Specialist	\$235 - 310
Principal Landscape Architect	\$220 - 250
Principal Planner	\$250 - 310
Principal Cultural Resources Specialist	\$220 - 250
Safety Manager	\$215
Senior Noise/Air Quality Specialist	\$175 - 230
Senior Project Manager I - III	\$185 - 230
Senior Scientist/Regulatory Specialist	\$165 - 205
Project Manager I - III	\$145 - 185
Assistant Project Manager	\$100 - 145
Regulatory Specialist	\$130 - 150
Environmental Planner I - III	\$110 - 145
Biologist I - V	\$120 - 165
Noise/Air Quality Specialist	\$135 - 170
Environmental Compliance Specialist	\$195
Senior Archaeologist/Architectural Historian	\$125 - 170
Senior Archaeology Field Director	\$135 - 145
Archaeology Field Director	\$125 - 135
Staff Archaeologist/Architectural Historian	\$ 90 - 135
Landscape Architect	\$140 - 190
Landscape Designer I - III	\$110 - 140
Senior GIS Specialist	\$160 - 190
GIS/Graphics Specialist I - III	\$115 - 150
Technical Editor	\$115 - 125
Operations Manager	\$100 - 150
Word Processor I - III	\$ 90 - 100
Clerical	\$ 75 - 85

Other Direct Costs, Materials, Printing, and Outside Services:

Other direct costs, materials, printing, and outside services shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Mileage/Travel Reimbursement:

Mileage and travel will be reimbursed in accordance with ARTICLE III, Compensation for Services.

HELIX Environmental Planning, Inc.
Exhibit C-1
Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultants' responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/26/2025

Date

HELIX Environmental Planning,

Type or write name of company

Shelby Howard
Shelby Howard (Aug 26, 2025 14:48:16 PDT)

Signature of authorized individual

Shelby Howard

Type or write name of authorized individual