

ORIGINAL

AGREEMENT FOR SERVICES #3955

THIS AGREEMENT made and entered 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 590 Menlo Drive, Suite 5, Rocklin, California 95765 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide services related to the mitigation requirements for California Environmental Quality Act (CEQA) documents, provide site assessment and analysis and finalize a concept plan for the proposed Bike Park in the unincorporated community of El Dorado; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide services related to the mitigation requirements for California Environmental Quality Act (CEQA) documents for the proposed Bike Park in the unincorporated area of El Dorado. In addition, Consultant shall provide site assessment and analysis and finalize a concept plan. Services shall be in accordance with Exhibit "B", marked "Scope of Work", incorporated herein and made part by reference hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, monthly in arrears based upon a percentage of completion of the services and any deliverables completed for each phase. Payment will be made based on the hourly rates identified in Exhibit "A" marked "Schedule of Fees" within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of budgeting the phases and tasks in Exhibit B, the maximum allowable billing amounts for each phase are described in Exhibit B, based on the hourly rates identified in Exhibit A marked Schedule of Fees, incorporated herein and made part by reference hereof.

Total amount of this Agreement shall not exceed \$92,267.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

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

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Conformity with Statutes, Decisions, Guidelines and Ordinance: Consultant agrees and understands that the assessment and environmental documentation shall be in conformity with all applicable State statutes, including but not limited to CEQA (Public Resource Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by the County, and in the format presently prescribed by the County. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required. The documentation shall be prepared as accurately and objectively as reasonably possible.

ARTICLE VI

Relationship between Parties; Work Standards: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of the documentation in a professional manner.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except as provided in Exhibit A, Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Materials and Equipment: Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.

ARTICLE IX

Data Developed in Public Domain: All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft Documentation, the Draft Documentation or the Final Documentation, are in the public domain and may be used by the Consultant or the County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft Documentation, Draft Documentation or Final Documentation.

ARTICLE X

Documents, Maps, and Photographs Developed are County Property: All original documents, maps, charts, photographs, and other material prepared by the Consultant which are made a part of the Administrative Draft Documentation, Draft Documentation, or Final Documentation shall be the property of the County and shall be delivered to the County prior to final payment.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the

contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

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:

COUNTY OF EL DORADO
Parks Division
330 Fair Lane
Placerville, CA 95667
ATTN: Vickie Sanders, Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

HELIX Environmental Planning, Inc.
590 Menlo Drive, Suite 5
Rocklin, CA 95765
ATTN: Kristin Olszak, Chief Financial Officer

or to such other location as the Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the

Consultant, sub Consultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
 - N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIV

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVI

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, Parks Division or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXII

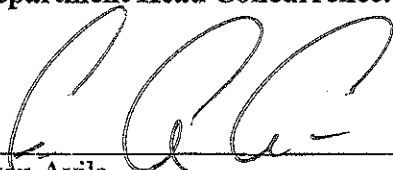
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Vickie Sanders
Parks Manager
Chief Administrative Office, Parks Division

Dated: 7/21/19

Requesting Department Head Concurrence:

By: 
Creighton Avila
Deputy Chief Administrative Officer
Chief Administrative Office

Dated: 8/11/19

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

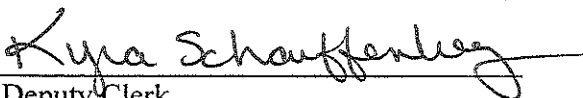
-- COUNTY OF EL DORADO --

Dated: 8-27-19

By: 
Chair
Board of Supervisors
"County"

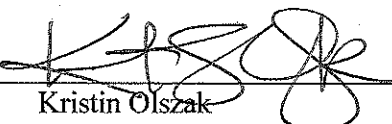
ATTEST:

~~James S. Mitzisin~~ Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 8-27-19
Deputy Clerk

-- CONSULTANT --

HELIX ENVIRONMENTAL PLANNING, INC.
A CALIFORNIA CORPORATION

By:  Dated: 7-10-19
Kristin Olszak
Chief Financial Officer
"Contractor"

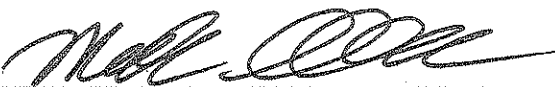
By:  Dated: 7-10-19
Mike Schwerin
Chief Executive Officer
"Contractor"

EXHIBIT "A"



EXHIBIT A SCHEDULE OF FEES

Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

Professional Rates

Current hourly rates for consulting services:

Principal	\$210.00-225.00
Principal Acoustician	\$180.00-195.00
Principal Biologist	\$180.00-220.00
Principal Landscape Architect	\$160.00-180.00
Principal Permitting Specialist	\$170.00-220.00
Principal Planner	\$195.00-225.00
Principal Regulatory Specialist	\$170.00-220.00
Sr. Project Manager I-III	\$130.00-195.00
Sr. Air Quality Specialist	\$155.00-180.00
Sr. Environmental Specialist	\$130.00-170.00
Noise/Air Quality Specialist	\$115.00-145.00
Environmental Specialist I-III	\$85.00-150.00
Environmental Compliance Analyst	\$70.00
Environmental Compliance Specialist	\$110.00
Project Manager I-III	\$110.00-170.00
Archaeology Field Director	\$100.00
Staff Archaeologist	\$65.00-80.00
Archaeology Field Crew	\$75.00
Sr. Archaeologist	\$140.00-160.00
Historian	\$70.00-125.00
Environmental Planner I-III	\$90.00-115.00
Environmental Analyst	\$65.00-75.00
Landscape Planner I-III	\$95.00-115.00
Sr. Scientist	\$120.00-180.00
Biologist I-V	\$75.00-120.00
Assistant Biologist	\$60.00-60.00
Sr. GIS Specialist	\$120.00-160.00
GIS Specialist I-III	\$75.00-105.00
GIS Technician	\$50.00-60.00
Graphics	\$115.00
Document Coordinator	\$80.00
Technical Editor	\$70.00-90.00
Operations Manager	\$105.00
Word Processor I-III	\$65.00-85.00
Clerical	\$65.00

Rates are subject to change on a yearly basis

Exhibit "B"

HELIX Environmental Planning, Inc.
590 Menlo Drive, Suite 5
Rocklin, CA 95765
916.435.1202 tel
916.435.1205 fax
www.helixepi.com



June 13, 2019

Vickie Sanders
Chief Administrator's Office
County of El Dorado
3000 Fair Lane Court, Suite 1
Placerville, CA 95667

Subject: El Dorado County Bike Park Scope

Dear Vickie:

Foothill Associates (now HELIX Environmental Planning, Inc.) is submitting this proposal to the County of El Dorado, Parks and Trails Division (Client) to provide consulting services for the El Dorado County Bike Park Project (Project).

The project will include the site assessment and analysis, conceptual design, and California Environmental Quality Act (CEQA) review for a proposed bike park on parcels 327-250-37 and 327-250-38 (Site), totaling approximately 2.2 acres. Although the final conceptual design will depend on the results of the site assessment and public outreach process, the project is expected to include biking facilities (e.g. dirt track, trick bowl/ jumps), picnic area, play area, lighting, and restroom building. The site will be accessed from the existing El Dorado Trail to the south and parking will be located on the existing County-owned property to the south. Utilities on-site include water, electrical, and a septic system.

SCOPE OF WORK

Description	Cost
<p>Phase One: Oak Resources Technical Report</p> <p>HELIX will prepare an Oak Resource Technical Report for the Site, as required by the Oak Resources Management Plan. Under the Plan, El Dorado County protects oak woodlands, heritage oak trees (native oaks with a total trunk diameter greater than 36 inches), and individual oak trees outside of oak woodlands with a trunk diameter of 6 inches or more. The site will be surveyed to assess oak woodland habitat and protected heritage and individual trees. All protected trees will be inventoried: the species, size, and condition will be noted, the tree will be tagged with a unique identification number, and the approximate location will be recorded with a handheld GPS unit with sub-meter accuracy.</p> <p>The results of the survey will be documented in an Oak Resources Technical Report, which will also include a discussion of potential impacts, mitigation options, and tree preservation recommendations. It will also identify responsible parties and provide maintenance,</p>	\$2,955

Description	Cost
<p>monitoring, and reporting requirements, if mitigation planting is proposed. Existing oak resources and proposed impacts will be shown on a graphic. The draft report will be provided electronically in PDF format for Client review. Upon approval, the final report will be provided electronically in PDF format.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Draft Oak Resource Technical Report (PDF Format)</i> • <i>Final Oak Resource Technical Report (PDF Format)</i> 	
<p>Phase Two: Biological Resources Assessment</p> <p>HELIX biologists will review available materials regarding existing site conditions, biological resources, and wetlands (e.g., USGS topographic maps, NRCS soils maps, and California Natural Diversity Database) for the Site. HELIX will then conduct a field survey to identify dominant plant communities on the site, identify sensitive vegetation communities, and evaluate the potential for the site to support special-status plant and wildlife species. In addition, HELIX will map the edge of potential California Department of Fish and Wildlife (CDFW) jurisdiction within the project footprint, if it differs from the edge of jurisdictional waters.</p> <p>Upon completion of the field survey, a biological resources assessment will be prepared that identifies biological resources and potential biological constraints, such as wetlands, assesses of the likelihood of special-status species or habitats to be found on the project site, and provides recommendations for any further studies or permitting that may be required prior to development. The report will include a soil map and map of biological communities and constraints. A draft report will be submitted electronically to the Client for review in PDF format Upon completion of the review by the Client, a PDF copy of the final report will be submitted to the Client.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Draft Biological Resources Assessment (PDF Format)</i> • <i>Final Biological Resources Assessment (PDF Format)</i> 	\$5,815
<p>Phase Three: Cultural Resources Assessment</p> <p>HELIX will prepare a Cultural Resources Assessment to meet the requirements specified for review of the El Dorado County Bike Park Project under the CEQA. The proposed bike park is in the vicinity of the historic Chinese placer mining, Southern Pacific and California Door Company railroads.</p> <p>The following tasks will be performed in preparation of a Cultural Resources Assessment to satisfy CEQA requirements:</p> <ul style="list-style-type: none"> • A records search by the North Central Information Center of the project site and a one-half mile radius around the project site; • A determination of potential sensitivity to prehistoric and historic resources, and potential impacts to buried archaeological resources that may be encountered within the depths to which construction excavations will be made; 	\$10,321

Description	Cost
<ul style="list-style-type: none"> • A sacred lands file search by the Native American Heritage Commission; • Contacting Native Americans listed by the Commission to request information on sacred or ceremonial sites that may not be recognized by archaeologists and • Contacting the El Dorado County Historical Museum and California State Archives to determine if there are any cultural resources of significance that may be impacted by the proposed project; • Other archival research as needed to identify and assess significance of resources that may be impacted; • A field inspection of the project site by HELIX archaeologists. The field inspection will consist of revisiting any previously documented cultural resources identified during the information center's records search, and updating information on their current condition including a description and photograph of each resource on DPR 523 series forms distributed by the California Office of Historic Preservation. In addition, the field team will document any "new" cultural resources on DPR 523 series record forms. The pedestrian field inspection will be conducted along transects approximately 5 meters apart; and • Preparation of a technical report taking into consideration the suggestions outlined in CEQA guidelines and advisories. <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>One hard copy and one electronic copy (*.PDF) of the final cultural resources assessment report will be provided to the County.</i> 	
<p>Phase Four: Topographic Survey</p> <p>As a subconsultant to HELIX, UNICO Engineering, Inc. will perform detailed (non-aerial) topographic surveying and base mapping of the project site to include; hard improvement features, conforms, structures, driveways, drainage, fences, and general ground relief.</p> <p>The following tasks will be performed in preparation of the Survey:</p> <ul style="list-style-type: none"> • locate ground elevations 50' beyond the project property boundaries, all visible above ground utility features such as manholes, valves, vaults, septic and leach areas and utility poles, and all trees as directed and marked by certified arborist. • set durable survey control points for utilization of surveys and construction control. • research current mapping and deed documents to determine the project property boundary limits and prepare a record property base drawing showing the overall property lines and easements. • request the County to provide title reports of each property to fully resolve and map each property boundary. • perform field surveys utilizing GPS and conventional survey methods and locate monuments of record to verify the project boundaries. • resolve the boundaries from record and field information to determine the final boundaries. 	<p>\$7,085</p>

Description	Cost
<p>Deliverables:</p> <ul style="list-style-type: none"> • AutoCAD base file and PDF • Point files • Record Mavs (if requested) 	
<p>Phase Five: Public Outreach and Meetings</p> <p><u>First Public Outreach Event</u> HELIX and Action Sports Construction (ASC) will conduct a public outreach event at the skate park in Placerville to solicit design suggestions from likely bike park users. This event is expected to be an open house event so that visitors can get information on the project and provide feedback at their own pace. The event will be scheduled to take advantage of time of high use of the skate park. If desired by the County, it may be desirable to have a BBQ or similar refreshments as part of the event.</p> <p>The Site Analysis, described in Phase 6, will be available for review and to spur discussion. Additionally, other hands-on activities will be designed to solicit input on what bike park features are desired and to allow riders to provide design ideas.</p> <p>Following the completion of the event a summary memo will be prepared to document the results and input provided by the public. This will be provided to County staff in PDF format for review.</p> <p>It is assumed that County staff will assist with determining optimal meeting time for maximum attendance, pre-event publicity and noticing, and provide tables, chairs, and refreshments.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Outreach event announcement flyer (PDF Format) • Outreach activities, handouts, sign-in sheets, and presentation boards, as required • Summary of community input (PDF Format) <p><u>Website and Electronic Survey</u> HELIX will create a project website to provide information and updates to the public and facilitate online discussion and comments.</p> <p>The website will remain active throughout the course of the conceptual planning process and be updated with project announcements and graphics as appropriate.</p> <p>As part of the outreach process, HELIX will also create an online survey using Survey Monkey. The survey will be available prior to the first outreach event, so that it can be advertised on the event flyer and at the event, and will close approximately 2 weeks after the event. The survey will include questions about user demographics, desired uses and features, and concerns.</p>	<p>\$16,920</p>

Description	Cost
<p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Project Website</i> • <i>Electronic Survey</i> • <i>Summary of survey results (PDF Format)</i> <p><u>Second Public Outreach Event</u> The second public outreach event will be held at a location determined by the County. Options for this event include on the project site, at the skate park, or at County offices. The summary of the first outreach meeting and survey as well as the color-rendered Design Alternatives, as described below in Phase 6, will be presented and a public discussion will be facilitated. This event could be either an open-house format or a more traditional presentation format.</p> <p>Following the completion of the event a summary memo will be prepared to document the results and input provided by the public. This will be provided to County staff in PDF format for review.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Outreach event announcement flyer (PDF Format)</i> • <i>Outreach activities, handouts, sign-in sheets, and presentation boards, as required</i> • <i>Summary of community input (PDF Format)</i> <p><u>Presentation to Park and Recreation Commission</u> HELIX will present a brief summary of the project planning process and the conceptual plan prepared in Phase 6, below, at a regularly scheduled meeting of the Park and Recreation Commission.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Presentation to PRC (PDF and PowerPoint)</i> <p><u>Presentation to Board of Supervisors</u> HELIX will present a brief summary of the project planning process and the final conceptual plan prepared in Phase 6, below, at a regularly scheduled meeting of the Board of Supervisors.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Presentation to BOS (PDF and PowerPoint)</i> 	
<p>Phase Six: Conceptual Plans</p> <p><u>Site Analysis</u> HELIX will conduct a site visit to document current site conditions and then prepare a site analysis graphic illustrating the opportunities and constraints identified during the site visit and in the various technical studies. This graphic will be used in the First Public Outreach Event described above in Phase 5.</p>	<p>\$27,690</p>

Description	Cost
<p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Site Analysis Graphic (PDF Format)</i> <p><u>Design Alternatives</u> Following completion of the first public outreach event and the survey, HELIX will meet with County staff to discuss the results and determine design priorities and direction. Based on that meeting, up to three design alternatives will be prepared. The draft alternatives will be provided to County staff in black and white in PDF format along with a conceptual design and construction budget for each. Upon approval by County staff, each alternative will be color-rendered for use in Public Outreach Event #2 (See Phase 5, above) and inclusion on the project website.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Draft black and white Design Alternatives (PDF Format)</i> • <i>Conceptual budget (PDF Format)</i> • <i>Final color-rendered Design Alternatives (PDF Format)</i> <p><u>Conceptual Plan</u> HELIX will meet with County staff following the second public outreach event to discuss the results and identify the preferred design elements to be included in the conceptual plan. A draft conceptual plan and design and construction cost estimate will be prepared and provided in PDF format for review and approval by County staff. A color-rendered conceptual plan will be prepared at the direction of County staff.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Draft black and white Conceptual Plan (PDF Format)</i> • <i>Conceptual cost estimate (PDF Format)</i> • <i>Color-rendered Conceptual Plan (PDF Format)</i> <p><u>Final Conceptual Plan</u> If changes to the conceptual plan are requested by the Park and Recreation Commission, HELIX will confirm the changes with County staff and then produce a color-rendered final conceptual plan and cost estimate for presentation to the Board of Supervisors.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Color-rendered Final Conceptual Plan (PDF Format)</i> • <i>Conceptual cost estimate (PDF Format)</i> <p><u>Approved Conceptual Plan</u> If changes to the conceptual plan are requested by the Board of Supervisors, HELIX will confirm the changes with County staff and then produce color-rendered approved conceptual plan and cost estimate.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Color-rendered Approved Conceptual Plan (PDF Format)</i> 	

Description	Cost
<p>Phase Seven: CEQA Initial Study/ Mitigated Negative Declaration</p> <p><u>Administrative Draft IS/MND</u></p> <p>HELIX will prepare an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to 40 CFR 1501.3 and California Environmental Quality Act (CEQA) Guidelines, Section 15063, respectively. This scope of work assumes that the County of El Dorado will serve as the Lead Agency pursuant to CEQA, Section 21067.</p> <p>This scope of work assumes that the County will prepare and facilitate all necessary AB 52 documentation and tasks.</p> <p>An initial study checklist based on Appendix G of the current State CEQA Guidelines will be used to document the potential environmental impacts resulting from implementation of the proposed El Dorado County Bike Park. The Initial Study will contain all mandatory required elements including the following:</p> <ol style="list-style-type: none"> 1. Project Description. The Project Description will describe the baseline information for the project, as well as the major elements including the location information, County objectives, and proposed categories of improvements. Following preparation of the administrative draft project description, HELIX shall submit a digital version to the County for review and comment. The final project description, incorporating a single set of consolidated comments from the County, will be the basis on which HELIX evaluates potential impacts resulting from implementation of the Bike Park within the Initial Study; 2. Figures identifying the local and regional location of the Bike Park, and other project characteristics as relevant to CEQA analyses; 3. Disclosure of anticipated potential environmental impacts resulting from implementation of the Bike Park. HELIX will use the initial study checklist (CEQA Guidelines - Appendix G) to prepare the IS. The checklist will contain a narrative of each issue in support of each conclusion and will include discussions (as required by current CEQA statute) relevant to aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities, and mandatory findings of significance. <p>Anticipated areas of primary focus for environmental analyses may include:</p> <ul style="list-style-type: none"> • Aesthetics; • Cultural/Historical Resources; and • Tribal Cultural Resources. <p>Impacts analysis relevant to biological resources within the project site will be based on the technical information from the Biological Resources Assessment proposed by Task 2. Cultural resources analysis will be based on the Cultural Resources Assessment proposed by Task 3.</p>	<p>\$21,481</p>

Description	Cost
<p>Unless otherwise noted above, all analyses will rely upon other existing readily-available sources of information, including adopted environmental and planning documents and ordinances, existing studies relevant to the site and proposed improvements, U.S. Geological Survey (USGS) topographic quadrangles, National Resource Conservation Service (NRCS) soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA.</p> <p>Where relevant, the IS/MND will identify feasible and tangible mitigation measures to reduce impact levels to levels below significance as applicable to relevant thresholds for all environmental impacts identified in the CEQA Initial Study Checklist as “potentially significant.” This scope of work assumes that all potentially significant impacts can be mitigated to a less than significant level and that an IS/MND will meet the requirements for environmental review pursuant to CEQA.</p> <p>CEQA analyses will include sufficient detail to clear proposed improvements for construction under CEQA. Preparation and adoption of the CEQA document does not negate requirements of other regulatory agencies that may be necessary based on the project impacts.</p> <p>HELIX will prepare a Notice of Completion (NOC) for transmittal to the State Clearinghouse of the Governor’s Office of Planning and Research (SCH) pursuant to CEQA, Section 21161, and a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) per CEQA Guidelines Section 15072. As currently recommended by the Office of Planning and Research State Clearinghouse Guidelines for submittal of IS/MNDs, HELIX will prepare a Summary Form to accompany fifteen (15) complete digital copies of the IS/MND submitted to the State Clearinghouse.</p> <p>HELIX shall provide the County with a single (1) digital copy of the Administrative Draft IS/MND, NOC and NOI, as well as the Summary Form for review and comment.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • One (1) digital copy of Draft Project Description to the County; and • One (1) digital copy of the Administrative Draft IS/MND, NOI, NOC, and Summary Form to the County for review and comment. <p><u>Screencheck Draft Initial Study/Mitigated Negative Declaration, Notice of Intent, Notice of Completion and SCH Summary Form</u></p> <p>Upon the receipt of a single consolidated set of written comments from the County, HELIX will revise the Administrative Draft IS/MND as necessary to address all County comments, up top budgeted amount, and will provide one (1) digital copy of a Screencheck IS/MND to the County for final review and approval of the IS/MND before the document(s) is produced for public review.</p>	

Description	Cost
<p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Screencheck Draft IS/MND, NOC and SCH Summary Form -- One (1) digital copy to the County.</i> <p><u>Public Review Draft Initial Study Mitigated Negative Declaration, Notice of Completion, and Final SCH Summary Form</u></p> <p>Following County approval of the Screencheck document(s), HELIX will finalize the NOC and the Public Review IS/MND for submittal to the State Clearinghouse with the Summary Form [Fifteen (15) digital copies of the IS/MND and fifteen (15) printed copies of the Summary Form], and one (1) digital version of the Public Review Draft IS/MND, NOC and Summary Form on disk to the County.</p> <p>It is assumed that the County will coordinate the publication of the applicable Notice(s) within a newspaper of local circulation and posting(s) with the County Clerk prior to circulation of the Public Review IS/MND.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>One (1) digital MS Word and PDF copy and up to five (5) bound copies of the Public Review Draft IS/MND, NOC and Summary Form to the City.</i> • <i>One (1) hardcopy of the NOC and fifteen (15) copies of the Summary Form (Form F) and fifteen (15) CDs of the complete IS/MND to the State Clearinghouse.</i> <p><u>Respond to Comments and Prepare Mitigation Monitoring and Reporting Program</u></p> <p>Following the close of the 30-day public comment period, HELIX will consult with the County and will review all written comments received on the Public Review IS/MND. Together with the County, HELIX will prepare responses to comments received on the Public Review IS/MND, up to budgeted amount. It is assumed that comments will be minor (not requiring additional analysis or studies) and responses will consist primarily of clarifying information and directing commenters to the appropriate discussion in the IS/MND. All comments and responses will be provided in "Memo" format for the County to utilize in a staff report. This scope of work assumes that a separate, "stand alone" Final IS/MND document will not be prepared.</p> <p>HELIX will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15074(d) of the CEQA Guidelines for incorporation into the IS/MND following completion of the public review period. Alternately, the MMRP can be prepared and included within the Public Review IS/MND if desired by the County. HELIX will provide the County with a digital version of the draft MMRP for review and comment prior to finalizing the MMRP. One (1) digital copy of the final MMRP will be provided to the County.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Response to Comments Memo -- One (1) draft digital copy to County, followed by one (1) final digital copy;</i> • <i>Draft MMRP -- One (1) digital version to County; and</i> • <i>Final MMRP -- One (1) digital copy to County.</i> 	

Description	Cost
<p><u>Notice of Determination</u> Preceding project approval and adoption of the IS/MND by the County, HELIX will prepare the Draft Notice of Determination (NOD). It is assumed that the County will file the NOD with the County Clerk and will pay associated fees (County Clerk Filing Fee and CDFW Filing Fee, etc.) within five (5) working days following approval of the IS/MND.</p> <p>Deliverables:</p> <ul style="list-style-type: none">• Notice of Determination – One (1) digital copy to County.	
Total	\$92,267

ASSUMPTIONS AND LIMITATIONS

This scope was prepared based on the following assumptions:

- It is assumed that the Client will provide title reports and electronic files with the parcel boundary to HELIX for performance of fieldwork.
- Any services additional to those specifically included herein such as the services to complete, revise, or gather base data; services of a geotechnical engineer, electrical engineer and/or others not specifically described herein shall be provided as extra service on the basis of time and expenses or at an agreed upon additional fixed fee amount.
- Should HELIX be required to cease work on this project at the request of the Client for more than 45 days, we reserve the right to renegotiate our fees for the remaining work.
- The fee estimate is based on the best information currently available to us regarding this design project. Should the scope of work significantly differ from what our understanding is and described herein, we reserve the right to re-negotiate the fee for our services based on a revised scope of work. Likewise, if the Client wishes HELIX to provide consulting services beyond those described herein, we will be happy to modify our proposal or provide those additional services on a time and materials basis or for an additional fixed fee amount.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Meredith Branstad or me at (916) 435-1202.

Sincerely,



David W. Claycomb, AICP
Northern CA Regional Manager

Enclosures: Exhibit A, Schedule of Fees

***Budget Reallocation:

Consultant may request to reallocate the expenses listed herein among the various phases, tasks, and reimbursable/other indirect costs identified in Exhibit B, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the agreement be exceeded.