

Helix Environmental Planning, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #2501

THIS SECOND AMENDMENT to that Agreement for Services #2501 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 11 Natoma Street, Suite 155, Folsom, California 95630 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide landscape design services for the U.S. 50/Silva Parkway Interchange – Phase 1 Landscape Project for the Department of Transportation pursuant to Agreement for Services #2501, dated March 27, 2018, and First Amendment to Agreement for Services #2501, dated May 23, 2019, both 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 March 26, 2021 for three (3) 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 \$9,093.51, for a total not-to-exceed amount of \$72,730.69, and to include an updated fee schedule and an updated cost proposal for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B** and **Amended Exhibit C**;

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 Second Amendment to Agreement 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 March 26, 2024.

- 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 herein, 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.

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 Second Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule", incorporated herein and made by reference a part hereof.

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

The total amount of this Agreement, as amended, shall not exceed \$ 72,730.69, inclusive of all costs, taxes, and expenses.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and authorized subconsultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or subconsultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each task are described in Amended Exhibit C, marked "Amended Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work tasks, Other Direct Costs and Mileage, and

subconsultant subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667
Attn.: Stephanie Lisius

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, 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 XIV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #2501, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #2501 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: _____ Dated: _____
Michael Schwerin
Chief Executive Officer
"Consultant"

Helix Environmental Planning, Inc.

Amended Exhibit B

Amended Rate Schedule

Labor Category	Rate
Air Quality/Noise Specialist	\$116.86
Biologist I	\$74.66
Biologist III	\$87.88-\$100.51
Biologist IV	\$111.43
Biologist V	\$122.29
Environmental Planner I	\$83.87
Environmental Planning Project Manager	\$122.54
Landscape Architect	\$110.67-\$158.10
Landscape Planner I	\$89.33
Landscape Planner II	\$94.89-\$142.32
Principal	\$276.70
Principal Biologist	\$204.14-\$216.71
Principal Landscape Architect	\$208.88
Principal Planner	\$266.94
Principal Regulatory Specialist	\$204.81
Project Landscape Architect	\$122.15
Regulatory Specialist	\$88.80
Regulatory/Environmental Project Manager	\$110.87
Sr. Project Operations Manager	\$187.67
Senior Archaeologist	\$108.54
Senior Fisheries Scientist	\$250.72
Sr. Archaeologist	\$171.95
Sr. Environmental Project Manager	\$142.45
Sr. GIS Specialist/Manager	\$181.32
Sr. Marketing Coordinator	\$116.66
Sr. Project Manager II	\$190.93
Staff Archaeologist	\$71.83-\$79.26
Word Processor	\$87.98

Unit Charges & Bill Rates

Item	Billing Rate	Daily Use or by Quantity
USB/Flash Drive	\$10.00	Quantity
GPS Unit – Trimble	\$60.00	Daily Use
GPS Unit – GNSS	\$60.00	Daily Use
GPS Unit – GNSS	\$85.00	Daily Use
GPS Unit - E Trex	\$25.00	Daily Use
GPS Unit - iPad with	\$25.00	Daily Use
GPS Unit - Rino	\$25.00	Daily Use
Noise Meter	\$120.00	Daily Use
Water Quality Meter	\$65.00	Daily Use
Water Quality Calibration	\$25.00	Quantity
Drone	\$100.00	Daily Use
Fisheries – Net	\$275.00	Daily Use
Report /Deliverable Supplies	N/A	See Admin for cost estimates. Supplies for deliverable are direct billed to the project

Copies/Plots/Air Photos

Size	8.5 x 11	11 x 17
Standard Black & White	\$0.08	\$0.08
Enhanced Black & White	\$0.50	\$1.00
Color	\$0.75	\$1.50
Plotter Charges		Cost \$
GIS Standard Bond Plots *		\$4.00 per square foot
GIS Color Bond Plots (Glossy) *		\$10.00 per square foot
Landscape Draft Plots **		\$2.00 per square foot
Landscape Standard Plots **		\$10.00 per square foot

- *Printed on the Printed using the Standard Print Driver
- **Printed on the Plotter using the Draft Print Driver

Digital Air Photos	Cost
0-10 Acres	\$100.00
11-40 Acres	\$200.00
41-200 Acres	\$250.00
201-1000 Acres	\$350.00
1001-4000 Acres	\$450.00

Additional Quotes

For supplies, services, or equipment that are not included in the Rate Schedule, quotes are available upon request.

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Rate Increases

Any increases in Consultant's hourly rates shall be in accordance with ARTICLE III, Compensation for Services, of this Agreement and are subject to prior written approval by County's Contract Administrator.

Helix Environmental Planning, Inc.

Amended Exhibit C

Amended Cost Proposal

Scope of Work

Task 1	Project Management & Coordination	\$	4,140.60
Task 2	Conduct Site Visits		
	Prepare 30% Landscaping/Revegetation Plans and Preliminary	\$	2,432.89
Task 3	Engineer's Estimate		
	Prepare 60% Landscaping/Revegetation Plans and Engineer's	\$	7,740.69
Task 4	Estimate	\$	14,973.49
Task 5	Jurisdictional Permits		
Task 6	Prepare 90% Landscaping/Revegetation Plans, Technical		
	Specifications, and Engineer's Estimate	\$	10,321.75
Task 7	Prepare Storm Water Pollution Prevention Plan	\$	521.52
Task 8	Prepare 100% Landscaping/Revegetation Plans, Technical		
	Specifications, and Engineer's Estimate	\$	15,278.30
Task 9	Bidding and Award Assistance, and Construction Support Assistance	\$	12,155.00
		Consultant Subtotal	\$ 67,564.24
	Consultant Other Direct Costs and Mileage	\$	1,166.45
	<u>Subconsultant:</u>		
	Unico Engineering, Inc.	\$	4,000.00
	Subconsultant Other Direct Costs and Mileage		
		\$	<u>4,000.00</u>
		Total Proposed Agreement Budget Cost Estimate	\$ 72,730.69

All expenses and their distribution among Tasks are estimates only. This exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Other Direct Costs and Mileage, and subconsultant identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.