

**Helix Environmental Planning, Inc.**  
**Environmental Planning and Landscape Architecture Services for the**  
**Forebay Park Improvements Project**

**AGREEMENT FOR SERVICES #6071**

**THIS AGREEMENT**, 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");

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Parks and Trails Division, with providing environmental consulting and landscape architecture services in support of the Forebay Park Improvements Project (Project);

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, that these services are more economically and feasibly performed by outside independent Consultants, and the work requires specialty skills and qualifications not expressly identified in County classifications in accordance with El Dorado County Ordinance Code, Section 3.13.030(b), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

**ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform environmental consulting and landscape architecture services in support of the Project required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

## **ARTICLE II**

**Term:** This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement, and shall expire one (1) year thereafter.

## **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, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$62,055, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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 and Trails Division  
200 Armory Drive  
Placerville, California 95667  
Attn.: Vickie Sanders  
Parks Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables 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 are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

#### **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**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VII**

**Consultant to County:** 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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE VIII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Parks and Trails Division, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. 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 X**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

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

### **ARTICLE XIII**

#### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately 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, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.

**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:

To County:

County of El Dorado  
 Chief Administrative Office  
 Parks and Trails Division  
 200 Armory Drive  
 Placerville, California 95667

Attn.: Vickie Sanders  
 Parks Manager

With a copy to:

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

Attn.: Michele Weimer  
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Helix Environmental Planning, Inc.  
11 Natoma Street, Suite 155  
Folsom, California 95630

Attn.: Michael Schwerin, Chief Executive Officer

or to such other location as 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 as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' 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 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.



- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in 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 Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein 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 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 thirty (30) days 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. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 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 the 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **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 the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or 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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, 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 11000 et

seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

## **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 limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

## **ARTICLE XXIII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

## **ARTICLE XXIV**

**Business License:** County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXV**

**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 XXVI**

**California Forum and Law:** 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 XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, Parks and Trails 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 the obligations set forth herein.

#### **ARTICLE XXIX**

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

#### **ARTICLE XXX**

**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 XXXI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **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.

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

-- COUNTY OF EL DORADO --

By: *Laura Schwartz*  
Laura Schwartz (Dec 15, 2021 13:20 PST)

Dated: 12/15/2021

*MW*  
MW

Purchasing Agent  
"County"

-- HELIX ENVIRONMENTAL PLANNING, INC. --

By: *Michael Schwerin*  
Michael Schwerin (Dec 14, 2021 10:21 PST)

Dated: 12/14/2021

Michael Schwerin  
Chief Executive Officer  
"Consultant"

By: *Kristin O*  
Kristin O (Dec 14, 2021 10:23 PST)

Dated: 12/14/2021

Kristin Oiszak  
Chief Financial Officer

# Helix Environmental Planning, Inc.

## Exhibit A

### Scope of Work

#### **Project Description**

The Parks and Trails Division is seeking to make improvements to Forebay Park located at 5581 Gail Drive, Pollock Pines, California under the Forebay Park Improvements Project (Project). The Project includes constructing additional recreation facilities, relocating existing restroom facilities, and improving the existing parking lot on approximately six (6) acres of the existing park. The additional recreation facilities may include a play area, workout area, and bike park, but final improvements will be identified through the public outreach process. A new septic system will also be installed for the replaced restroom facilities.

In support of this Project, Consultant shall provide environmental consulting and landscape architecture services. Services shall include, but not be limited to:

#### **Task 1 – Biological Resources Assessment**

Consultant shall review available materials regarding existing site conditions, biological resources, and wetlands (e.g., United States Geological Survey [USGS] topographic maps, Natural Resources Conservation Service [NRCS] soils maps, and California Natural Diversity Database) for the approximately six (6) acre work area within the existing Forebay Park. The Project area will include the approximate six (6) acre work area and a surrounding fifty foot (50') buffer, where accessible. Consultant shall conduct a field survey to identify dominant plant communities on the site, identify sensitive vegetation communities including protected oak resources, and evaluate the potential for the site to support special-status plant and wildlife species.

Consultant shall prepare a draft and final Biological Resources Assessment that identifies biological resources and potential biological constraints, such as wetlands and protected trees or oak woodland, assesses the likelihood of special-status species or habitats to be found on the Project site, provides recommendations for any further studies or permitting that may be required prior to development of the site, and includes a soil map and map of biological communities and constraints including any potential aquatic resources.

#### **Deliverable(s):**

- One (1) draft copy of the Biological Resources Assessment for County review submitted electronically in PDF format
- One (1) final copy of the Biological Resources Assessment incorporating any County comments/changes submitted electronically in PDF format

## **Task 2 – Cultural Resources Assessment**

Consultant shall conduct a records search at the North Central Information Center (NCIC) located at California State University, Sacramento. The records search shall include reviews of archaeological site records and data from previous surveys and research reports in order to identify cultural resources previously documented within and immediately adjacent to the Project area, and to assess the potential for undocumented cultural resources to be found during project implementation. The records search study area shall include the Project area and a one quarter (0.25) mile buffer around the Project area.

Consultant shall prepare draft and final letter to send to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File (SLF) for Native American sites or resources that may be within or adjacent to the Project area. All correspondence shall be submitted to County's Contract Administrator for review and approval prior to distribution. Using the Native American Contact List provided by the NAHC, Consultant shall prepare draft and final letter to send to each tribal representative requesting additional information or concerns they may have about the proposed Project. Consultant shall follow-up these letters with telephone calls as appropriate.

Consultant shall conduct a pedestrian survey of the approximately six (6) acre Project area to characterize any extant archaeological sites, artifacts, or structures more than forty-five (45) years old. The survey shall consist of a pedestrian walk-over of the work area using standard fifteen (15) meter parallel transects, where possible.

Consultant shall prepare a Cultural Resources Assessment Report (CRAR) meeting the requirements of the California Environmental Quality Act (CEQA) upon completion of the survey. The CRAR shall include recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed Project. Consultant shall file the finalized copy of the CRAR with the NCIC.

### **Deliverable(s):**

- One (1) draft copy of letter to the Native American Heritage Commission for County review submitted electronically in PDF format
- One (1) final copy of letter to the Native American Heritage Commission incorporating any County comments/changes submitted electronically in PDF format.
- One (1) draft copy of letter to tribal representatives for County review submitted electronically in PDF format.
- One (1) final copy of letter to tribal representatives incorporating any County comments/changes submitted electronically in PDF format.
- One (1) draft copy of the Cultural Resources Assessment Report for County review submitted electronically in PDF format



- One (1) final copy of the Cultural Resources Assessment Report incorporating any County comments/changes submitted electronically in PDF format

### **Task 3 – Topographic Survey**

Consultant shall complete a topographic survey of the Project area, extending from the south edge of the parking lot to the outfield fence and east to the property line. The survey shall ground check the aerial topographic survey prepared by Carlton Engineering in 2004 and shall note existing elevations, improvements (including edge of parking lot, north edge of dirt trail, and edge of road), and tree locations.

#### **Deliverable(s):**

- One (1) topographic survey of the Project area submitted electronically in GIS file format

### **Task 4 – Master Plan and Phasing**

Consultant shall review the results of the site assessments and survey completed in Tasks 1 through 3, existing design documents including bike park and playground designs provided by Community Economic Development Association of Pollock Pines (CEDAPP), , and public input provided during previously completed public outreach meetings. Consultant shall attend a design kick-off meeting with the County onsite to review the County's design ideas, priorities, concerns, and perform a site analysis. Consultant shall prepare a draft master plan of the Project. The master plan shall show the relative location and size of each of the desired features and the proposed vehicular, bicycle, and pedestrian circulation within the site. It will not show design or select specific equipment such as the play equipment. The master plan shall be provided for County approval and then be used in the community engagement process (Task 5).

Following completion of the community engagement process, Consultant shall update the master plan and prepare a memo identifying recommended phasing and estimated costs. Consultant shall attend one (1) virtual meeting with the County to review the Master Plan and Phasing Memo. Consultant shall incorporate County feedback into a final Master Plan and Phasing Memo. Upon County approval, Consultant shall attend one (1) meeting to present the plan to the County and stakeholders. This meeting may be a Commission or Board meeting, or a meeting specifically for this presentation. Consultant shall complete up to three (3) hours of revisions based on comments at this meeting.

#### **Deliverable(s):**

- One (1) electronic draft copy each of the Master Plan and Phasing Memo
- One (1) electronic final copy each of the Master Plan and Phasing Memo incorporating County and stakeholder comments/changes

### **Task 5 – Community Engagement**

Consultant shall work with the Pollock Pines community to get residents' feedback on the draft master plan and determine their priorities and support for various proposed amenities. The community engagement process shall include an on-line survey combined with an in-person open house event held either at the park or at another local community event (as determined by the County). The draft survey and open house meeting materials will be provided for review and approval by County staff at least one (1) week prior to posting. Consultant shall prepare publicity flyers advertising the public engagement events for posting and distribution by the County and interested community groups. The results of the community engagement events will be summarized in a memorandum. Consultant shall meet with the County to review the results, finalize the elements to be included in the master plan, and discuss phasing.

#### **Deliverable(s):**

- One (1) electronic copy of the publicity flyer
- One (1) electronic copy of the online survey
- Electronic copies of In-person meeting materials as needed
- One (1) electronic copy of the summary memo

### **Task 6 – CEQA Documentation**

Consultant shall recommend the appropriate level of environmental review based on readily available existing CEQA documentation for the existing park.

#### *Task 6.1 – Initial Study*

Consultant shall prepare an Administrative Draft Initial Study (IS) to satisfy CEQA requirements, including an environmental checklist using the format provided in Appendix G of the 2021 State CEQA Guidelines. The IS may be used in support of an Addendum pursuant to State CEQA Guidelines Section 15164, or it may be used in support of an Mitigated Negative Declaration (MND).

The IS shall include a detailed description of the proposed Project, an IS checklist, supporting appendices and figures, and the recommended CEQA documentation (either an Addendum or MND). The IS checklist will analyze the project's potential environmental effects. Analysis provided in the project-specific technical reports (Tasks 1 and 2) shall be summarized in the appropriate sections of the IS checklist with the technical studies included as appendices.

Impacts analysis relevant to biological resources within the project site will be based on the technical information from the Biological Resources Assessment resulting from Task 1.

The cultural resources analysis will be based on the Cultural Resources Assessment Report resulting from Task 2.

Consultant's Air Quality Specialist shall quantify construction and operational (assuming the park will generate vehicle trips) criteria pollutant and greenhouse gas emissions

using the latest version of the California Emissions Estimator Model (CalEEMod), or other accepted modeling method, and input from County. Emission estimates will be included in the air quality and greenhouse gas sections of the IS with model outputs provided as an appendix.

Unless otherwise noted above, all analyses shall 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, USGS topographic quadrangles, NRCS soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA. Consultant shall produce an electronic version of the Administrative Draft IS for County review and shall respond to one (1) round of consolidated comments prior to preparing a Screencheck Draft IS/MND or Final Addendum.

**Deliverable(s):**

- One (1) Administrative Draft IS (with Addendum or MND) for County review submitted electronically in PDF format
- One (1) Screencheck Draft IS/MND or Final Addendum incorporating any County comments/changes submitted electronically in PDF format

*Task 6.2 - Public Review IS/MND and Noticing*

If an IS/MND is prepared, Consultant shall 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. Consultant shall prepare a Summary Form. Draft notices shall be submitted to County for review along with the Administrative Draft IS (Task 6.1).

County will be responsible for filing the NOI with the County Clerk and publishing a public notice in a local newspaper and notifying surrounding property owners of the availability of the Public Review Draft IS/MND, as needed.

**Deliverable(s):**

- One (1) electronic copy each of Administrative Draft NOC, NOI, and SCH Summary Form
- One (1) electronic copy in PDF format and up to five (5) bound copies of the Public Review Draft IS/MND, NOC and Summary Form
- One (1) submittal to State Clearinghouse via the online CEQA Submit portal

*Task 6.3 – Respond to Comments, Prepare Mitigation Monitoring and Reporting Program and Notice of Determination*

Following the close of the thirty (30) day public comment period, Consultant shall consult with County and review all written comments received on the Public Review

IS/MND. Together with County, Consultant shall prepare responses to comments received on the Public Review IS/MND, up to the 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 shall 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.

Consultant shall prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15074(d) of the State 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 County.



Preceding project approval and adoption of the IS/MND by the County, Consultant shall prepare the 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.

**Deliverable(s):**

- One (1) draft response to Comments Memo for County review submitted electronically in PDF format
- One (1) final Response to Comments Memo incorporating any County comments/changes submitted electronically in PDF format
- One (1) draft MMRP for County review submitted electronically in PDF format
- One (1) Final MMRP incorporating any County comments/changes submitted electronically in PDF format
- One (1) electronic copy of NOD

**Schedule:**

	Week Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48						
Notice to Proceed		X																																																					
1. Biological Resource Assessment																																																							
2. Cultural Resource Assessment																																																							
3. Topographic Survey																																																							
4. Master Plan																																																							
5. Community Engagement																																																							
6a. CEQA Initial Study																																																							
6b. Public Review IS/MND Noticing																																																							
6c. MMPR and NOD																																																							

 Consultant Work  
 County Review/ Activity  
**M** Meeting  
**S** Public Outreach Survey Available

**Helix Environmental Planning, Inc.**  
**Exhibit B**  
**Fee Schedule**

<u>Classification</u>		<u>Hourly Range</u>
Principal	\$	225-250
Principal Acoustician	\$	180-205
Principal Biologist	\$	190-225
Principal Landscape Architect	\$	160-190
Principal Permitting Specialist	\$	170-220
Principal Planner	\$	200-235
Principal Regulatory Specialist	\$	190-225
Senior Project Manager I-III	\$	150-200
Senior Air Quality Specialist	\$	155-180
Senior Environmental Specialist	\$	130-170
Senior Fisheries Scientist	\$	200-230
Senior Noise/Air Quality Specialist	\$	150-180
Noise/Air Quality Specialist	\$	115-145
Environmental Specialist I-III	\$	85-125
Environmental Compliance Analyst	\$	70
Environmental Compliance Specialist	\$	75-125
Project Manager I-III	\$	120-175
Assistant Project Manager	\$	100-120
Archaeology Field Director	\$	110
Staff Archaeologist	\$	80-115
Senior Archaeologist	\$	120-170
Architectural Historian	\$	100-130
Environmental Planner I-III	\$	95-120
Environmental Analyst	\$	65-75
Landscape Architect	\$	110-125
Senior Landscape Architect	\$	130-160
Landscape Planner I-III	\$	95-115
Senior Scientist	\$	130-165
Biologist I-V	\$	85-130
Assistant Biologist	\$	60
Senior GIS Specialist	\$	125-165
GIS Specialist I-III	\$	75-120
Graphics	\$	115
Technical Editor	\$	90-100
Operations Manager	\$	105-120
Word Processor I-III	\$	65-85
Clerical	\$	60-75

Labor shall include travel portal to portal. All work shall be performed during normal working hours, which shall be defined as Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. (Pacific) (excluding County-recognized holidays) and shall not exceed more than eight (8) hours per day or forty (40) hours per week without the

specific written approval of County's Contract Administrator. Work shall not be performed beyond the normal working hours defined above without the specific written approval of County's Contract Administrator.

# Helix Environmental Planning, Inc.

## Exhibit C

### Cost Estimate

<b>Item of Work</b>	<b>Description</b>	<b>Restroom Cost</b>	<b>Other Park Cost</b>	<b>Total</b>
Task 1	Biological Resources Assessment	\$6,700	\$300	<b>\$7,000</b>
Task 2	Cultural Resources Assessment	\$5,100	\$300	<b>\$5,400</b>
Task 3	Topographic Survey	\$5,900	--	<b>\$5,900</b>
Task 4	Master Plan and Phasing	\$11,100	\$1,500	<b>\$12,600</b>
Task 5	Community Engagement	--	\$7,950	<b>\$7,950</b>
Task 6a	CEQA Initial Study	\$12,415	\$2,790	<b>\$15,205</b>
Task 6b	CEQA Public Review IS/MND and Noticing	\$4,100	--	<b>\$4,100</b>
Task 6c	CEQA Response to Comments, MMRP, and NOD	\$3,900	--	<b>\$3,900</b>
<b>Total:</b>				<b>\$62,055</b>

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 with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.