

Helix Environmental Management, Inc.

Environmental Review Services for the White Rock Road Widening Project #36105042

AGREEMENT FOR SERVICES #9847

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 (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 Department of Transportation in performing environmental review services for the White Rock Road Widening Project #36105042 (hereinafter referred to as "Project");

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, 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 and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

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

WHEREAS, on July 30, 2025, Consultant was formally awarded competitive Request for Proposals (RFP) 2025-0125 for environmental review services for the White Rock Road Widening Project #36105042;

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, or as identified in individual Task or Work Orders, as applicable, to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work or in individual Task Orders or Work Orders.

Consultant shall furnish, at Consultant's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials necessary to perform the various environmental review and associated services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, or in any individual Task Orders or Work Orders, as applicable, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Services. Such Optional Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator to the furtherance of the Project. Optional Services will only be assigned if there is funding available from the budget for the tasks and consultants' costs listed in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. Before proceeding with any work concerning Optional Services under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders.

The specific services for each Optional Service assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific CONSULTANT staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Services, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Service assignment performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Work Orders and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Work Orders and Work Order amendments on Consultant's behalf shall be communicated to County in accordance with the provisions Article XXV, Notice of Parties, of this Agreement.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the total not-to-exceed dollar amount of this Agreement.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. CONSULTANT shall not commence work on Optional Services until receiving a Work Order. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal deliverable or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's 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 the individual Task Orders or Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XXIV, 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 subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in individual Work Orders issued pursuant to this Agreement, and including the progress reports required by ARTICLE V, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment will be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

Other direct costs, materials, printing, and outside services, including special reproductions and blueprinting, overnight delivery, outside data processing, subconsultant services, and computer services, shall be invoiced at Consultant's cost for the services rendered. All invoices that include other direct costs, materials, and/or outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department Human Resources rules. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage, for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, "Cost Estimate". The total amount payable by County shall not exceed the amount agreed to in this Agreement, unless County's Contract Administrator and Consultant amend this Agreement in writing and prior to the performance of the work.

The total amount of this Agreement shall not exceed \$262,435, inclusive of all Work Orders, amended Work Orders, costs, taxes, and expenses. Optional Services shall not exceed \$50,000.

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
2850 Fairlane Court
Placerville, California 95667

Attn.: Accounts Payable

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 XXIV, 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

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator, or designee, at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, or designee, and Consultant shall modify its work if the County's Contract Administrator, or designee, determined it is necessary to meet current County requirements applicable to the project. Separate detail shall be provided for each ongoing Work Order. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, if applicable, 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 VII

Quality Control: Consultant shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior

to the start of any work, Consultant shall provide County with its QC/QA plan and an outline of the project-specific quality control/quality procedures. Consultant shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

ARTICLE VIII

Prevailing Wage: County requires Consultant's services on public works project(s) involving local and/or state to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE IX

Apprentices: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE X

Certified Payroll: As required under the provisions of Labor Code Section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and

the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.

- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
1. Make available or furnish to the employee or his or her authorized representative on request.
 2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.
 4. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE XI

Registration of Consultants: No Consultant or subconsultant may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Consultant shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE XII

Records Examination and Audit Requirements: Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, at a minimum, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the

California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XIII

Payment of all Federal, State or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

ARTICLE XIV

Compliance with all Applicable Laws: Consultant shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including, at a minimum, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

ARTICLE XV

Reporting Accidents: Consultant shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XVI

Consultant's Project Manager: Consultant designates Leslie Owing, Principal Planner, as its Project Manager for this Agreement. Consultant's Project Manager, or County approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement, if any, including, at a minimum (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be registered engineer in the State of California.

ARTICLE XVII

Workers' Compensation: Consultant shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: Shelly HC Dated: _____

ARTICLE XVIII

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 XIX

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 XX

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 Department of Transportation, or to such other person with County's consent 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 XXI

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 XXII

Independent Consultant: The parties intend that an independent Consultant 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 subconsultants, 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 subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, at a minimum, 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 XXIII

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 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 XXIV

Default, Termination, and Cancellation:

A. 1. 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 (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. 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.

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

- a. 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.
- b. 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.

- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
- 3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. 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.
 - d. A violation of ARTICLE XXXV, 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. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXV

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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: John Kahling
Assistant Director of Transportation

Attn.: Michele Weimer
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Helix Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, California 91942

Attn.: Shelby Howard, Chief Executive Officer

or to such other location as Consultant directs.

ARTICLE XXVI

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 XXV, 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 XXVII

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, at a minimum, 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 active negligence, 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 Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXVIII

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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including, at a minimum, endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Consultants' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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 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, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. 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. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant

agrees that no work or services shall be performed prior to the giving of such approval.

- 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 XXIX

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 Contractor to practice its profession or provide the services or work contemplated under this Agreement in the State of the California.

ARTICLE XXX

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 XXXI

Environmental and Toxic Warranty: Consultant warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental state or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXXII

Guarantees:

- A. Consultant shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Consultant warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Consultant shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Consultant should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Consultant the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Consultant expressly agrees to act as co-guarantor of such parts, equipment and materials, and Consultant shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Consultant warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXIII

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 XXXIV

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 XXXV

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 XXIV, Default, Termination, or Cancellation.

ARTICLE XXXVI

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, at a minimum, the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. 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 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 XXXVII

California Residency (Form 590): All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have 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 XXXVIII

County Payee Data Record Form: All independent Consultants 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 XXXIX

Resolution of Claims: Consultant's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

ARTICLE XL

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, at a minimum, 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 XLI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John Kahling, Assistant Director of Transportation, Department of Transportation, or successor.

ARTICLE XLII

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 XLIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XLIV

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

ARTICLE XLV

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 XLVI

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 XLVII

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: _____
Board of Supervisors
"County"

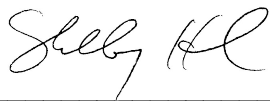
Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

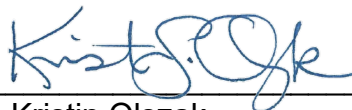
By: _____
Deputy Clerk

Dated: _____

-- HELIX ENVIRONMENTAL PLANNING, INC. --

By:  _____
Shelby Howard
Chief Executive Officer
"Consultant"

Dated: _____

By:  _____
Kristin Olszak
Chief Financial Officer

Dated: _____

Helix Environmental Planning, Inc.

Exhibit A

Scope of Work

TASK 1: PROJECT INITIATION

Item of Work 1.1 – Area of Potential Effects Map

Consultant shall coordinate with County to obtain Project design details including, at a minimum, design drawings of the proposed road widening and associated road improvements in computer-aided design (CAD) or geographic information systems (GIS) (e.g., shapefile) format, parcel boundary lines for all parcels within the area of potential effect (APE), locations of proposed or possible staging areas, and locations of other Project-related activities (e.g., right-of-way, utility relocations) that could result in environmental impacts. Consultant shall use this information to develop an APE map using ArcGIS or in a format acceptable by the County. The purpose of the APE map is to define the study limits for biological and cultural resources studies and the environmental analysis. The APE shall show both the horizontal and vertical limits of Project-related activities (e.g., depth of ground-disturbing activities associated with excavation).

Activities:

- Prepare draft APE map and submit to County's Contract Administrator for review.
- Prepare final APE map and submit to County's Contract Administrator for final review and approval.

Deliverables:

- One (1) Draft APE map
- One (1) Final APE map

Assumptions:

- County will provide input on the APE including, at a minimum, CAD or GIS data of the road improvement designs, staging area(s), parcel boundaries, utility locations, existing and proposed right-of-way and/or easements, and other areas potentially affected by the Project.
- No meetings will be necessary to complete the APE map.

Duration:

- The draft APE map shall be submitted to County's Contract Administrator within two (2) weeks after receipt of Project data from County.
- The final APE map shall be submitted to the County for review and signature within one (1) week after receipt of comments on the draft APE map from County.

Item of Work 1.2 – Project Description

Consultant shall review the Project design details obtained in support of Item of Work 1.1 and coordinate with County to develop a detailed Project description for the technical studies and California Environmental Quality Act (CEQA) document. The Project description shall include design details on the proposed road improvements; a discussion of existing and proposed rights-of-way and easements; a list of construction methods and standard measures to install the new lanes and relocate any utilities; an anticipated construction schedule; and other relevant details to allow a thorough impact analysis and support permit applications. Once finalized, the description shall become part of the biological and cultural resources reports (see Task 2, Technical Studies) and the Initial Study/Mitigated Negative Declaration (IS/MND) (see Task 3, CEQA Compliance).

Activities:

- Prepare draft Project description, submit to County's Contract Administrator for review and County comments.
- Prepare final Project description with County comments incorporated

Deliverables:

- One (1) Draft Project description (Word format).
- One (1) Final Project description (included with Tasks 2 and 3 deliverables).

Assumptions:

- No meetings are necessary to complete the Project description.

Duration:

- Draft Project description shall be submitted to County's Contract Administrator within one (1) month from receipt of Project information from County.
- County shall provide comments within two (2) weeks after receipt of draft Project description.
- The final Project description shall be incorporated into the technical studies and IS/MND within six (6) weeks after receipt of Project information.

TASK 2: TECHNICAL STUDIES

Item of Work 2.1 – Traffic Study Technical Memorandum

Consultant shall conduct new traffic study as well as review available traffic impact reports and counts provided by the County and prepare a Traffic Study Technical Memorandum. The Traffic Study Technical Memorandum shall include all minimum requirements set by the California Department of Transportation (Caltrans) and traffic engineering industry. The Traffic Study Technical Memorandum shall consist of the following work:

- Review of past and current traffic studies and traffic count data provided by the County;
- Review of Countywide traffic model; and
- Analyze the traffic data and model, if necessary.

The Traffic Study Technical Memorandum shall describe and quantify the traffic impact, and the information contained in the Traffic Study Technical Memorandum shall be summarized in other required studies including IS/MND.

Activities:

- Review previous and current traffic studies and relevant data to analyze traffic impact.
- Prepare a draft Traffic Study Technical Memorandum, submit to County's Contract Administrator for review and County comments.
- Prepare a final Traffic Study Technical Memorandum with County comments incorporated and submit to County's Contract Administrator for final review and approval.

Deliverables:

- One (1) Draft Traffic Study Technical Memorandum (Word and pdf formats).
- One (1) Final draft Traffic Study Technical Memorandum (Word and pdf formats; up to two [2] hard copies)

Assumptions:

- County will provide the available traffic count data, previous traffic studies, and countywide traffic model when necessary.
- No meetings are expected to complete the Traffic Study Technical Memorandum.

Duration:

- The draft Traffic Study Technical Memorandum shall be submitted to County's Contract Administrator for review within one (1) month after completion of APE map.
- The final Traffic Study Technical Memorandum shall be submitted to the County for review within one (1) week after receipt of comments from County.

Item of Work 2.2 – Noise Study Technical Memorandum

Consultant shall review available data and conduct field study to prepare a Noise Study Technical Memorandum. The Noise Study Technical Memorandum shall include all minimum requirements set by the County. The Noise Study Technical Memorandum shall consist of the following work:

- Review of existing noise studies and field studies as needed;
- Analyze and model the data if necessary.

The Noise Study Technical Memorandum shall describe and quantify the noise impact as required by the State of California and the County, and information contained in the

Noise Study Technical Memorandum shall be summarized in other required studies including IS/MND.

Activities:

- Review the existing studies and assessment and relevant data to analyze noise impact.
- Conduct field studies as needed.
- Prepare a draft Noise Study Technical Memorandum, submit to County's Contract Administrator for County comments.
- Prepare a final Noise Study Technical Memorandum with County comments incorporated and submit to County's Contract Administrator for final review and approval.

Deliverables:

- One (1) Draft Noise Study Technical Memorandum (Word and pdf formats).
- One (1) Final Noise Study Technical Memorandum (Word and pdf formats; up to two [2] hard copies)

Assumptions:

- County will provide existing noise assessment from the past project when necessary.
- No meetings are expected to complete the Noise Study Technical Memorandum.

Duration:

- The draft Noise Study Technical Memorandum shall be submitted to County's Contract Administrator for review within one (1) month after completion of APE map.
- The final Noise Study Technical Memorandum shall be submitted to the County for review within one (1) week after receipt of comments from County.

Item of Work 2.3 – Air Quality Study/Report

Consultant shall review available data and conduct field study to prepare an Air Quality Report. The Air Quality Report shall include all minimum requirements set by the County. The Air Quality Report shall consist of the following work:

- Review of existing quality data and field studies as needed;
- Coordinate with other regional public agencies for Particulate Matter (PM) 10/PM 2.5 ; and
- Analyze and model the data, if necessary.

The Air Quality Report shall describe and quantify the air quality as required by the County, and information contained in the Air Quality Report shall be summarized in other required studies including IS/MND.

Activities:

- Review the existing studies and assess relevant data to analyze air quality.
- Conduct field studies as needed.
- Prepare a draft Air Quality Report, submit to County's Contract Administrator for County comments.
- Prepare a final Air Quality Report with County comments incorporated and submit to County's Contract Administrator for final review and approval.

Deliverables:

- One (1) Draft Air Quality Report (Word and pdf formats).
- One (1) Final draft Air Quality Report (Word and pdf formats; up to two [2] hard copies)

Assumptions:

- County will provide existing air quality study and assessment from the past project when necessary.
- No meetings are expected to complete the air quality.

Duration:

- The draft Air Quality Report shall be submitted to County's Contract Administrator for review within one (1) month after completion of APE map.
- The final Air Quality Report shall be submitted to the County for review within one (1) week after receipt of comments from County.

Item of Work 2.4 – Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2)

Consultant shall review available data and conduct field study to prepare Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports. The Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall include all minimum requirements set by the State of California and the County. The Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall consist of the following work:

- Review of existing hazardous materials/waste database and field studies as needed;
- Coordinate with other agencies when needed; and
- Analyze data and prepare reports.

The Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall describe and quantify the pollutants as required by the County, and information contained in the Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall be summarized in other required studies including IS/MND.

Activities:

- Review the existing studies and assess relevant data to prepare Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports.
- Conduct field studies as needed.
- Prepare draft Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports, submit to County's Contract Administrator for County comments.
- Prepare final Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports with County comments incorporated and submit to County's Contract Administrator for final review and approval.

Deliverables:

- One (1) Draft Initial Site Assessment (Phase 1), (electronic, Word and pdf formats).
- One (1) Preliminary Site Assessment (Phase 2) reports (electronic, Word and pdf formats).
- One (1) Final Initial Site Assessment (Phase 1), (electronic, Word and pdf formats; up to two [2] hard copies)
- One (1) Preliminary Site Assessment (Phase 2) reports (electronic, Word and pdf formats; up to two [2] hard copies)

Assumptions:

- No meetings are expected to complete Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports.

Duration:

- The draft Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall be submitted to County's Contract Administrator for review within one (1) month after completion of APE map.
- The final Initial Site Assessment (Phase 1), and Preliminary Site Assessment (Phase 2) reports shall be submitted to the County within one (1) week after receipt of comments from County.

Item of Work 2.5 – Biological Assessment Technical Memorandum

Consultant shall conduct a reconnaissance-level survey of the APE to characterize habitats, identify potential breeding or other habitat for the California red-legged frog, and assess the potential for federally listed, candidate, or proposed plant or wildlife species to be found in or use the habitats in or near the APE. A desktop review of aerial photographs, topographic maps, and data on special-status species shall also be conducted to assess the potential for California red-legged frog or other federally listed or candidate species to occur in or near the APE. This information shall be used to prepare a Biological Assessment Technical Memorandum to evaluate Project-related impacts on federally listed species and support consultation with the U.S. Fish and Wildlife Service (FWS) under Section 7 of the Endangered Species Act as needed. Mitigation or conservation measures shall be identified in the Biological Assessment

(BA), if necessary, to avoid or reduce potential adverse impacts on federally listed species. The BA Technical Memorandum shall be prepared in a format consistent to Caltrans requirements.

Activities:

- Review background information, existing analysis, and relevant data to assess the potential for federally listed or candidate species to occur in or near the APE.
- Conduct fieldwork, if necessary, to characterize habitats and record observations of special-status plants and wildlife in the APE.
- Prepare draft BA Technical Memorandum and submit to County's Contract Administrator for County comments.
- Incorporate comments and submit final BA to County's Contract Administrator.
- Respond to questions or information requests from US Fish and Wildlife Service during consultation process if necessary.

Deliverables:

- One (1) Draft BA Technical Memorandum (Word and pdf formats).
- One (1) Final BA Technical Memorandum (pdf format; up to five [5] hard copies).

Assumptions:

- Any necessary rights-to-enter will be obtained by the County prior to fieldwork.
- A formal site assessment for California red-legged frog and protocol-level surveys for plant and wildlife species are excluded from this scope of work.
- Fieldwork for the BA Technical Memorandum shall require no more than two (2) days and be conducted at the same time as the other field studies.
- No federally listed or proposed plants are expected to occur in the APE.
- No meetings will be necessary to complete the BA Technical Memorandum.

Duration:

- Fieldwork shall be conducted within two (2) weeks after APE map is drafted.
- The draft BA Technical Memorandum shall be submitted to County's Contract Administrator for review within one (1) month after completion of fieldwork.
- The final BA Technical Memorandum shall be submitted to the County within one (1) week after receipt of comments from County.

Item of Work 2.6 – Archaeological Survey Report/Historic Property Survey Report

Consultant shall complete a cultural resources inventory to determine if any pre-historic or historic-era sites, features, or artifacts exist in the APE and to provide support for compliance with Section 106 of the National Historic Preservation Act. Results of the inventory shall be documented in the standard Caltrans Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) formats (Standard Environmental Reference (Volume 2) Cultural Resources, dated June 2010, including ASR and HPSR templates). The ASR documents the findings of archival research, Native American outreach, and the cultural resources inventory, but it does not provide any National Register of Historic Places recommendations or evaluations. The HPSR is to document completion of the cultural resource identification phase, completion of the National

Register eligibility evaluation of resources documented within the APE (if any), and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. The cultural resources inventory shall consist of the following work:

- A records search at the North Central Information Center at California State University, Sacramento;
- A letter to the Native American Heritage Commission requesting a list of local Native American contacts and a review of the Sacred Lands file;
- Informal communications (letters and follow-up phone calls) with Native Americans and other interested parties; and
- A pedestrian survey of the APE, which may be coordinated with a Native American representative.

Environmentally sensitive area (ESA) action plan may be required to protect the resources.

Activities:

- Review background information on cultural resources.
- Conduct outreach to Native American tribes.
- Conduct fieldwork to locate cultural resources in the APE.
- Prepare draft ASR/HPSR and submit to County's Contract Administrator for County comments
- Revise ASR/HPSR with County comments incorporated.
- Prepare ESA action plan, if required, and submit to County's Contract Administrator, incorporate comments, and finalize the plan.

Deliverables:

- One (1) Draft ASR (Word and pdf formats).
- One (1) Draft HPSR (Word and pdf formats).
- One (1) Final ASR for the County's signature (pdf format; up to five [5] hard copies).
- One (1) Final HPSR for the County's signature (pdf format; up to five [5] hard copies).
- One (1) Draft ESA action plan (Word and pdf formats) (if required).
- One (1) Final ESA action plan (pdf format) (if required).

Assumptions:

- It is assumed that Extended phase I or phase II investigations will not be necessary and are not included in this scope of work. No resources will be documented in the area of direct impacts.
- No significant cultural resources will be identified in the APE that could be eligible for listing on the National Register and require formal evaluation.
- Fieldwork for the ASR/HPSR will require no more than two (2) days.
- No meetings will be necessary to complete the ASR/HPSR or ESA action plan.

Duration:

- Background research shall be conducted within two (2) months after receipt of fully executed Agreement.
- Fieldwork shall be conducted within two (2) weeks after APE map is drafted.
- The draft ASR/HPSR shall be submitted to County's Contract Administrator for review within one (1) month after completion of fieldwork.
- The final ASR/HPSR shall be submitted to the county within one (1) week after receipt of comments from County.
- The draft ESA action plan, if required, shall be submitted to County's Contract Administrator with the final ASR/HPSR.
- The final ESA action plan, if required, shall be submitted to County's Contract Administrator within one (1) week after receipt of comments from the County.

Item of Work 2.7 – Wetland Delineation Report

Consultant shall conduct a Wetlands Study and prepare a Wetland Delineation Report of the Project study area in accordance with Caltrans Environmental Handbook which provides the methods, procedures and standards for a Wetlands Study. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 United States Army Corps of Engineers (USACOE) Wetland Delineation Manual, Regulatory Guidance Letters, appropriate Regional Supplements, and the Sacramento District minimum standards.

Activities:

- Delineate wetlands and waters of the U.S. in the Project area.
- Submit Draft Wetlands Study to County for review and County comments.
- Submit final Wetlands Study to USACOE requesting a preliminary jurisdictional determination.
- Attend field verification with USACOE if necessary.
- Submit Final Wetlands Study to USACOE and County, including verified delineation maps.

Deliverables:

- One (1) Draft Wetlands Study to County's Contract Administrator and USACOE
- One (1) Final Wetlands Study to County's Contract Administrator and USACOE
- One (1) Draft Wetlands Study to County's Contract Administrator
- One (1) Final Wetlands Study to County's Contract Administrator and USACOE within one (1) week after receipt of comments from County as appropriate

Duration:

- Fieldwork shall be conducted within two (2) weeks after APE map is drafted.
- ACOE comments shall be addressed within two (2) weeks after receipt of USACOE comments.
- Field meeting with USACOE shall be coordinated and attended after the receipt of confirmation from the USACOE if necessary.

TASK 3: CEQA COMPLIANCE

Item of Work 3.1 – Administrative Draft IS/MND

Consultant shall prepare and assist County in processing a CEQA IS/MND. The IS shall be based on the Environmental Checklist in Appendix G of the CEQA Guidelines and follow a similar format as other County IS/MNDs. The IS shall include a description of the proposed Project (Item of Work 1.2), a description of the existing environmental setting, an analysis of the potential environmental impacts of the Project, and a list of recommended measures to avoid or reduce potentially significant impacts. The environmental setting shall describe the APE and the surrounding region, as appropriate, and the impact analysis shall evaluate the Project as described in the final Project description from Item of Work 1.2. The IS shall provide sufficient information to support the determinations of effect and significance. If mitigation measures are necessary, the IS shall include a mitigation monitoring and reporting plan as an appendix. The MND shall be included with the IS to summarize the results of the IS and document the County's proposed decision on the Project.

Activities:

- Prepare administrative draft IS/MND and submit to County's Contract Administrator for review and County comments.

Deliverables:

- One (1) Administrative draft IS/MND (Word and pdf formats).

Assumptions:

- Alternatives analysis in the IS/MND may be required.
- County will provide information to Consultant on geotechnical hazards, hydrology, floodplains, hazardous materials, traffic, and land ownership/uses as necessary.
- No unmitigable impacts will be identified during the impact analysis.
- Technical studies shall be in draft format before submitting the administrative draft IS/MND for review.
- No fieldwork (beyond that identified in Task 2) or meetings shall be necessary for preparation of the administrative draft IS/MND.
- The Section 7 process may not be complete prior to submittal of the administrative draft IS/MND, but mitigation measures identified in the BA are assumed to be adequate to avoid significant impacts.

Duration:

- Administrative draft IS/MND shall be submitted to County's Contract Administrator for review and County comments within twelve (12) months after fully executed Agreement. This duration is cumulative and does not include any delays that may have occurred during the process beyond Consultant's control.

Item of Work 3.2 – Draft IS/MND

Consultant shall review comments from County and revise the Administrative draft IS/MND to produce a Public draft IS/MND. Once comments on the Administrative draft IS/MND have been addressed, Consultant shall also prepare a draft Mitigation Monitoring and Reporting Plan (MMRP). Consultant shall also prepare the Notice of Completion for County approval and signature and the Notice of Intent. Consultant shall deliver fifteen (15) copies of the Administrative draft IS/MND and notice of completion in the required format to the California Office of Planning and Research State Clearinghouse (SCH) and mail up to ten (10) hard copies of the Administrative draft IS/MND and notice of intent to those on a distribution list provided by County.

Activities:

- Review and incorporate County comments on Administrative draft IS/MND.
- Prepare draft MMRP.
- Prepare Notice of Completion and Notice of Intent.
- Print and distribute Administrative draft IS/MND to County's Contract Administrator and SCH once approved by County's Contract Administrator.

Deliverables:

- One (1) Check-draft IS/MND with MMRP (pdf format).
- One (1) Draft each of Notice of Completion and Notice of Intent (pdf format).
- One (1) Final Draft each of Notice of Completion and Notice of Intent (pdf format)
- One (1) Public draft IS/MND (pdf format; up to twenty-five (25) hard copies).

Assumptions:

- County is responsible for all public noticing for the Administrative draft IS/MND review period.
- Comments on the Administrative draft IS/MND will not require additional fieldwork, technical studies, or substantial new analyses.
- No public meetings are anticipated during the public review period. No meetings are necessary for preparation of the Public draft IS/MND.

Duration:

- The check-draft IS/MND and draft MMRP shall be submitted to County's Contract Administrator within two (2) weeks after receipt of comments on the administrative draft IS/MND.
- The Public draft IS/MND shall be submitted to the SCH within one (1) week after approval of the check-draft IS/MND.

Item of Work 3.3 – Responses to Comments on Draft IS/MND

After the close of the public comment period, Consultant shall review the public and agency comments, compile all substantive comments, and provide written responses to each comment. Consultant shall provide County with proposed responses to comments in the form of a technical memorandum for review and approval. No changes to the draft IS/MND shall be made, and any errata shall be identified in the memorandum.

Activities:

- Compile and review public and agency comments on the draft IS/MND.
- Prepare draft technical memorandum and submit to County's Contract Administrator for review and County comment
- Prepare final technical memorandum with County comments incorporated

Deliverables:

- One (1) Draft technical memorandum (Word format).
- One Final technical memorandum (PDF format).

Assumptions:

- No meetings shall be necessary for preparation of the responses to comments memo.
- County will coordinate all necessary approvals within County and be responsible for payment of required filing fees.
- County staff will prepare Notice of Determination and transmit this form to the State Clearinghouse.

Duration:

- The draft technical memorandum shall be submitted to County's Contract Administrator within two (2) weeks after close of the public review period.
- The final technical memorandum shall be submitted to County's Contract Administrator within one (1) week after County comments on the draft technical memorandum is received from County.

TASK 4: ENVIRONMENTAL PERMITS

Note: The timeframe for environmental permits is dependent on overall design and construction schedules. The permit packages should be submitted six (6) months to one (1) year prior to the anticipated start of construction to ensure timely receipt of permits and ensure that the permits remain valid throughout the construction phase.

Item of Work 4.1 – Pre-Construction Notification for Section 404 Permit

Roadway widening is expected to result in the placement of fill into waters of the United States. It may require coverage under a Nationwide Permit (e.g., NWP 14 for Linear Transportation Projects) pursuant to Section 404 of the Clean Water Act. Consultant shall prepare a Pre-construction Notification package to submit to the Army Corps of Engineer. The package shall include information on Project design, construction methods, anticipated impacts on waters of the United States, and possible mitigation for impacts, as well as documentation of Endangered Species Act and National Historic Preservation Act compliance. A meeting with the Corps at the Project site may be necessary to verify the site condition.

Activities:

- Compile information for the Pre-construction Notification package pursuant to Section 404 of the Clean Water Act.

- Prepare draft Pre-construction Notification package and submit to County's Contract Administrator for review and County comments
- submit final Pre-construction Notification package, with County comments incorporated, with final Wetland Delineation Report to Corps.
- Coordinate with Corps to address questions on the permit application.
- Conduct a site visit with the Corps for site condition verification if necessary.

Deliverables:

- One (1) Draft Pre-construction Notification package (Word and pdf formats).
- One (1) Final Pre-construction Notification package (pdf format; up to five [5] hard copies).

Assumptions:

- County will provide all necessary Project details (e.g., final design) for inclusion in the Pre-construction Notification package.
- One (1) site visit/meeting with the Corps may be necessary during the permitting process. No other field visits will be necessary.

Duration:

- The draft Pre-construction Notification package shall be submitted to County's Contract Administrator for review within one (1) month after receipt of final design details.
- The final Pre-construction Notification package shall be submitted to the Corps within two (2) weeks after receipt of comments from County's Contract Administrator.

Item of Work 4.2 – Application for Water Quality Certification

As a requirement of the Section 404 permit, Project activities must also comply with Section 401 of the Clean Water Act. Consultant shall prepare an Application for Water Quality Certification to submit to the Central Valley Regional Water Quality Control Board. The application shall include similar information that is identified for the Pre-construction Notification (Item of Work 5.1) as well as a copy of the Notice of Determination for the Project (Item of Work 3.3).

Activities:

- Compile information for the Application for Water Quality Certification.
- Prepare draft Application for Water Quality Certification and submit to County's Contract Administrator for review and County comments.
- Prepare final Application for Water Quality Certification, incorporating County comments, and submit to Regional Water Board.
- Coordinate with Regional Water Board to obtain certification.

Deliverables:

- One (1) Draft Application for Water Quality Certification (Word format).
- One (1) Final Application for Water Quality Certification (pdf format; up to three [3] hard copies).

Assumptions:

- County's CEQA process fully meets the needs of the Regional Water Board for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this scope of work.
- No meetings shall be necessary during the Application for Water Quality Certification process.
- County is responsible for Application for Water Quality Certification fees.

Duration:

- The draft Application for Water Quality Certification shall be submitted to County's Contract Administrator for review within one (1) month after receipt of final design details.
- The final Application for Water Quality Certification shall be submitted to the Regional Water Board within two (2) weeks after receipt of comments from County.

Item of Work 4.3 – Notification of Lake or Streambed Alteration

Consultant shall prepare a Notification of Lake or Streambed Alteration to submit to the California Department of Fish and Wildlife (CDFW). The Notification of Lake or Streambed Alteration shall include similar information that is identified for the Pre-construction Notification (Item of Work 5.1) as well as a copy of the Notice of Determination for the Project (Item of Work 3.3).

Activities:

- Compile information for the Notification of Lake or Streambed Alteration.
- Prepare draft Notification of Lake or Streambed Alteration and submit to County's Contract Administrator for review and County comments.
- Prepare final Notification of Lake or Streambed Alteration, incorporating County comments, and submit to CDFW.
- Coordinate with CDFW to obtain agreement.

Deliverables:

- One (1) Draft Streambed Alteration Agreement Notification (Word and pdf formats).
- Final Streambed Alteration Agreement Notification (pdf format; up to three [3] hard copies).

Assumptions:

- County's CEQA process fully meets the needs of CDFW for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this scope of work.
- No meetings shall be necessary during the process.
- County is responsible for all fees associated with Notification of Lake or Streambed Alteration process .

Duration:

- The draft Notification of Lake or Streambed Alteration shall be submitted to County's Contract Administrator for review within one (1) month after receipt of final design details.
- The final Notification of Lake or Streambed Alteration shall be submitted to CDFW within two (2) weeks after receipt of comments from County.

OPTIONAL SERVICES

Optional Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator to the furtherance of the Project. The specific services for each optional services assignment shall be identified in individual Work Orders, if any.

Helix Environmental Planning, Inc.

Exhibit B

Rate Schedule

Labor Category	Fully Burdened Rate Range
Assistant Archaeological Field Director	\$104.24 - \$120.87
Assistant Biology Project Manager	\$120.20 - \$139.15
Biologist I	\$97.46 - \$112.82
Biologist II	\$114.13 - \$132.12
Biologist III	\$127.77 - \$147.91
Biologist IV	\$129.95 - \$150.43
Biologist V	\$151.20 - \$175.03
Biology Project Manager	\$167.31 - \$193.68
Clerical	\$111.95 - \$129.60
Cultural Resources PM I	\$154.19 - \$178.49
Cultural Resources PM II	\$167.21 - \$193.57
Environmental Compliance Program Specialist	\$185.57 - \$214.82
Environmental Planner I	\$95.45 - \$110.50
Environmental Planner II	\$103.96 - \$120.35
Environmental Planner III	\$113.71 - \$131.63
Environmental Project Manager I	\$125.14 - \$144.87
Environmental Project Manager II	\$136.45 - \$157.96
Environmental Project Manager III	\$181.21 - \$209.77
GIS Specialist I	\$97.46 - \$112.82
GIS Specialist II	\$110.46 - \$127.87
GIS Specialist III	\$131.28 - \$151.97
Landscape Designer I	\$106.53 - \$123.32
Principal	\$382.67 - \$442.99
Principal Air Quality Specialist	\$265.52 - \$307.37
Principal Biologist	\$282.80 - \$327.38
Principal Cultural Resources Specialist	\$278.84 - \$322.79
Principal Landscape Architect	\$238.81 - \$276.45
Principal Planner	\$309.86 - \$358.70
Principal Regulatory Specialist	\$273.19 - \$316.25
Regulatory Specialist	\$119.91 - \$138.81
Sr. Archaeological Field Director	\$143.46 - \$166.07
Sr. Archaeologist I	\$135.70 - \$157.09
Sr. Architectural Historian	\$162.92 - \$188.60
Sr. Biology Project Manager	\$265.39 - \$307.22
Sr. Cultural Resources PM II	\$226.27 - \$261.94
Sr. Environmental Project Manager	\$186.06 - \$215.39
Sr. Environmental Specialist	\$162.08 - \$187.63

Sr. GIS Specialist	\$166.30 - \$192.51
Sr. GIS Specialist/Manager	\$227.15 - \$262.95
Sr. Scientist I	\$174.46 - \$201.96
Sr. Scientist II	\$199.64 - \$231.11
Staff Archaeologist	\$94.41 - \$109.29
Technical Editor	\$109.52 - \$126.78

Helix Environmental Planning, Inc.

Exhibit C

Cost Estimate

Task		Cost
Task 1: Project Initiation		\$8,730
- 1.1: Area of Potential Effects Map	\$2,550	
- 1.2 Detailed Project Description	\$6,180	
Task 2: Technical Studies		\$134,760
- 2.1: Traffic Study Technical Memorandum*	\$41,030	
- 2.2: Noise Study Technical Memorandum	\$10,460	
- 2.3: Air Quality Study/Report	\$10,765	
- 2.4: Initial and Preliminary Site Assessment*	\$31,730	
- 2.5: Biological Resources Technical Memorandum	\$9,545	
- 2.6: Archeological Survey/Historic Property Survey Reports	\$16,000	
- 2.7: Wetland Delineation Report	\$15,230	
Task 3: CEQA Compliance		\$41,150
- 3.1: Administrative Draft Initial Study/Mitigated Negative Declaration	\$25,120	
- 3.2: Draft Initial Study/Mitigated Negative Declaration	\$5,950	
- 3.3: Responses to Comments on Draft Initial Study/Mitigated Negative Declaration	\$10,080	
Task 4: Environmental Permits		\$26,050
- 4.1: Pre-Construction Notification for Section 404 Permit	\$8,850	
- 4.2: Application for Water Quality Certification	\$8,600	
- 4.3: Notification of Lake of Streambed Alteration	\$8,600	
Optional Services		\$50,000
	Other Direct Costs	\$1,745
	TOTAL COST ESTIMATE	\$262,435