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July 19, 2019

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

Subject: Chili Bar Park Master Plan Scope of Work

Dear Ms. Sanders:

Foothill Associates (now HELIX Environmental Planning, Inc.) prepared a Preliminary Master Plan for Chili Bar Park for the County of El Dorado (County) in August 2009. This plan was developed with input from County staff and the River Management Team to examine options for redevelopment of the upper terrace of the park for expanded recreational uses. The Preliminary Master Plan was referenced in the 2012 Parks and Trails Master Plan. HELIX understands that the Board of Supervisors now wishes to continue with the next step of the planning process.

SCOPE OF WORK

DESCRIPTION	COST
<p>Phase One: Updated Master Plan</p> <p>The project will begin with a kick-off meeting with County staff to discuss the goals and vision for the Chili Bar site, review the existing Preliminary Master Plan (PMP), and confirm the project schedule. Immediately following the kick-off meeting, we will visit the site with County staff to assess current conditions.</p> <p>The 2009 PMP graphic will be updated based on feedback from the kick-off meeting. The updated PMP will be presented at the first public outreach meeting (Phase 2).</p> <p>Following the first public outreach event, HELIX Environmental Planning, Inc. (HELIX) will meet with County staff to review comments and identify changes to be made to the master plan. Up to two alternative draft master plans will be prepared based on public feedback and direction from County staff. The alternative draft master plans will be provided in PDF format for review by County staff prior to the second public outreach event.</p> <p>Following the second public outreach event, HELIX will meet with County staff to review comments and identify changes to be made to the master plan. A final master plan,</p>	<p>\$18,350</p>

DESCRIPTION	COST
<p>including cost estimate and phasing plan, will be prepared incorporating public comments and staff direction. The final black and white master plan will be provided for in PDF format for review by County staff. Upon approval, it will be color-rendered for approval by the Park and Recreation Committee and Board of Supervisors.</p> <p>If necessary, changes requested by the Park and Recreation Committee or Board of Supervisors will be implemented at the direction of County staff, to produce the approved Master Plan. A black and white version will be provided for staff approval and then a color-rendered version will be prepared.</p> <p>This task also includes project management time for coordinating with County staff, preparing work summaries, tracking budget status, and other tasks necessary to facilitate the project.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Kickoff Meeting Agenda and Summary</i> • <i>Updated Preliminary Master Plan in black and white</i> • <i>Alternative Draft Master Plans in black and white</i> • <i>Final Master Plan in black and white and color</i> • <i>Approved Master Plan in black and white and color</i> • <i>Monthly work summaries</i> 	
<p>Phase Two: Public Outreach and Presentations</p> <p>HELIX will conduct a public outreach process to develop a Final Master Plan for Chili Bar Park. The process will include two community workshops and two public presentations, one at a Park and Recreation Commission and one at a Board of Supervisors meeting.</p> <p>HELIX will facilitate the first community outreach event to present the history of the project and the updated PMP, and gather attendees' feedback and suggestions regarding site use and development. The second community outreach event will include review of input gathered at the first meeting and presentation of the two alternative draft master plans. Meeting attendees will be invited to indicate their design preferences and express concerns. Comments and concerns generated at each event will be documented in a memorandum that will be provided to County staff for review.</p> <p>HELIX will prepare meeting announcements, provide text and graphics for posting to the County website or e-mail notifications, prepare meeting materials (e.g., handouts, presentation, sign-in sheets), as needed, and facilitate the meetings.</p> <p>HELIX will present the Final Master Plan at a regularly schedule Parks and Recreation Commission meeting and to the Board of Supervisors for approval.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Meeting materials and summaries as required.</i> 	<p>\$11,555</p>

DESCRIPTION	COST
<p>Phase Three: Financial Feasibility Study</p> <p>As a subconsultant to HELIX, Chuck Nozicka Consulting (CNC) will prepare a financial feasibility study for the proposed Chili Bar Park improvements. This study will address feasibility issues for the range of proposed day use and camping facilities, including related market demand and supply dynamics and implications for economic sustainability. In addition to reviewing background documents and public outreach results, CNC’s work will include the following tasks:</p> <ul style="list-style-type: none"> • <i>Evaluate existing camping supply.</i> CNC will develop a comparable site supply profile for uses at the selected site including a review of existing river access day use and camping inventory in the local area, seasonality for use at these sites, average annual occupancy, and describe the range of day use activity and camping types currently available. • <i>Market demand.</i> CNC will profile camping demand in the region based including annual and season attendance, camping participation rates, demographics, day use and camping facility preferences, and trends observed by existing operators. • <i>Operations cost and revenue profile.</i> Average annual and/or daily/weekly occupancies, per unit operations cost, and revenue estimates will be used to develop several financial models showing revenues at varying levels of annual occupancy and fees rates. These models will forecast potential future economic scenarios at the site under current economic conditions – the projections are not a guarantee of revenues but will show a range of revenues that could be achieved with operational improvements and marketing expertise. • <i>Feasibility Recommendations.</i> CNC will provide a summary of findings and outline a series of recommendations describing either a “not-feasible” conclusion or a positive conclusion, including the range of assumptions that would lead to a successful and economically viable facility operation. <p>Deliverables:</p> <ul style="list-style-type: none"> • <i>Financial Feasibility Study and Recommendations</i> 	<p>\$18,790</p>
TOTAL (PHASES ONE – THREE)	\$48,695

ASSUMPTIONS

This scope was prepared based on the following assumptions:

- Changes to the final master plan as a result of comments from the Park and Recreation Commission and Board of Supervisors shall be minor (e.g., additional labeling/ text, small design modifications). If major changes to the design are required at this point, they shall be implemented on a time and materials basis or at an agreed upon additional fixed-fee amount.
- The County shall provide meeting space, publicize meetings notices/minutes, and/or provide meeting refreshments, if desired.

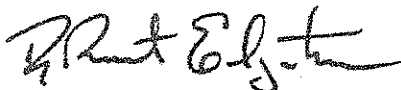
- The County shall provide electronic files with the parcel boundary and development footprint to HELIX prior to the start of site surveys.
- Any services additional to those specifically included herein (such as the services to complete, revise, and/or gather baseline data and prepare a CEQA document; services of a geotechnical engineer, environmental scientists, electrical engineer, and/or others not specifically described herein) shall be provided as extra service on the basis of time and expenses or at an agreed upon additional fixed-fee amount.
- Should HELIX be required to cease work on this project at the request of the County for more than 45 days, we reserve the right to re-negotiate our fees for the remaining work.
- The fee estimate is based on the best information currently available to us regarding this design project. Should the scope of work significantly differ from what our understanding is and described herein, we reserve the right to re-negotiate the fee for our services based on a revised scope of work. Likewise, if the County wishes HELIX to provide consulting services beyond those described herein, we shall modify our proposal or provide those additional services on a time and materials basis or for an additional fixed-fee amount.
- If changes to the project boundary occur after field surveys are initiated, the effort required to incorporate these changes shall be performed as additional services on a time and materials basis.
- All documents shall be provided electronically in PDF format unless otherwise specified.

CLOSING

This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of County.

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

Sincerely,



Robert Edgerton, AICP CEP
Principal

Enclosures: Exhibit A, Terms and Conditions
Exhibit B, Schedule of Fees

I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

COUNTY OF EL DORADO

A ____ corporation, OR a ____ limited liability company, OR a ____ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Agreement processing, please provide the following information for this contract:

<u>Project Manager</u>	<u>Accounts Payable</u>
Name: _____	Contact/Name: _____
Address (if different from p.1) _____	Address (if different from p.1) _____
Phone: _____	Phone: _____
Email: _____	Fax: _____
	Email: _____

Chili Bar Park Master Plan

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.

If using your own contract format, please attach and return with this Agreement.

**EXHIBIT A
TERMS AND CONDITIONS**

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency

or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 **Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 **Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.