

## **Helix Environmental Planning, Inc.**

### **SECOND AMENDMENT TO AGREEMENT FOR SERVICES #6071**

**THIS SECOND AMENDMENT** to that Agreement for Services #6071 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Helix Environmental Planning, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7578 El Cajon Boulevard, La Mesa, California 91942, and whose local address is 11 Natoma Street, Suite 155, Folsom, California 95630 (hereinafter referred to as "Consultant");

#### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide environmental consulting and landscape architecture services in support of the Forebay Park Improvements Project, pursuant to Agreement for Services #6071, dated December 15, 2021, and First Amendment to Agreement for Services #6071, dated May 10, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the scope of work to include additional meetings and report preparation, adding **Exhibit A-1, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of January 1, 2023 for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$27,019, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C, Cost Estimate**, with **Exhibit C-1, Amended Cost Estimate**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #6071 on the following terms and conditions:

- I. Amended Exhibit A, Amended Scope of Work is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Amended Exhibit A throughout the Agreement shall read Amended Exhibit A and Exhibit A-1.
- II. Amended Exhibit C, Amended Cost Estimate is replaced in its entirety with Exhibit C-1, marked "Amended Cost Estimate," attached hereto and incorporated herein



by reference. All references to Amended Exhibit C, Amended Cost Estimate throughout the Agreement are substituted with Exhibit C-1, Amended Cost Estimate.

- III. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and, as amended, shall expire on January 1, 2024.

- IV. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of the First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, Fee Schedule, incorporated herein and made by reference a part hereof.

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

The total amount of this Agreement, as amended, shall not exceed \$118,189, inclusive of all costs, taxes, and expenses.

Certain identifiable direct costs will be charged to the project at cost plus a maximum of ten percent (10%). Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at twenty-five dollars (\$25) per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

For the purposes of budgeting the Tasks in Amended Exhibit A and Exhibit A-1, the billing amounts for each Task are identified in Exhibit C-1, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C-1 among the various Scope of Work Tasks, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

County of El Dorado  
Chief Administrative Office  
Parks and Trails Division  
200 Armory Drive  
Placerville, California 95667  
Attn.: Vickie Sanders  
Parks Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #6071 shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6071 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 12/13/22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors


By:   
Deputy Clerk

Dated: 12/13/22

-- HELIX ENVIRONMENTAL PLANNING, INC. --

By:   
Michael Schwerin  
Chief Executive Officer  
"Consultant"

Dated: 11/07/2022

By:   
Kristin O (Dec 5, 2022 08:27 PST)  
Kristin Olszak  
Chief Financial Officer

Dated: 12/05/2022

# Helix Environmental Planning, Inc.

## Exhibit A-1

### Additional Scope of Work

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

Task 4.1 – Consultant shall prepare one (1) draft master plan in response to the ad-hoc committee meeting feedback under Task 5. This draft will be at similar level to completion as the prior draft and shall show the primary improvements and their general location and footprint.

Consultant shall perform up to eight (8) hours of revisions to the Master Plan and Phasing Memo in response to comments obtained from the Park and Recreation Commission following the meeting where the final Master Plan and Phasing Memo is presented to the Park and Recreation commission.

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

- One (1) electronic draft copy in pdf format of the Master Plan and Phasing Memo, including layout of park amenities, in response to ad-hoc committee meeting feedback

#### **Task 5 – Community Engagement**

Task 5.1 - Consultant shall attend one (1) in-person meeting with the ad-hoc committee to receive feedback on the draft of the Master Plan and Phasing Memo and determine the ad-hoc committee's priorities and support for various proposed amenities.

Consultant shall attend one (1) virtual meeting with the Park and Recreation Commission to present the draft Master Plan and Phasing Memo as developed from the ad-hoc committee's feedback. Consultant shall present the previously obtained on-line survey results, open house meeting summary, and comments summary from the previous Commission meeting, and design process as the ad-hoc committee meeting.

Consultant shall attend one (1) virtual meeting with the Park and Recreation Commission to present the final approved draft Master Plan and Phasing Memo, cost estimate, and CEQA document.

Consultant shall attend one (1) virtual meeting with the Board of Supervisors to present the final approved draft Master Plan and Phasing Memo, cost estimate, and CEQA document.

#### **Task 6 – CEQA Documentation**

##### *Task 6.1.1 – Initial Study*



Consultant shall evaluate multiple design options for CEQA constraints and analysis requirements, including a Categorical Exemption (CE), an addendum to the existing 2012 Mitigated Negative Declaration prepared for the El Dorado Parks and Trails Master Plan, a project-specific Mitigated Negative Declaration, and an Environmental Impact Report (EIR).

Consultant shall review the Grant Deed provided by County and prepare a Section 106-compliant Cultural Resources Report and an Area of Potential Effect (APE) to avoid potential impacts to architectural resources on the project site.

Consultant shall identify the need for spring surveys to meet the project schedule goals.

**Task 7 – Oak Resources Technical Report**

Consultant shall prepare an Oak resources Technical Report (ORTR) as required by El Dorado County Zoning Code and the Oak Resources Management Plan (ORMP). Consultant shall use data collected from Task 1 to generate a stand-alone ORTR. The report shall include a discussion of existing oak resources, potential impacts, mitigation options and responsible parties, and tree preservation recommendations.

Consultant shall update the ORTR to reflect project impacts on oak resources once the project footprint is established during preparation of the construction documents adding the required Oak Resources Compliance Certificate and ORTR Checklists and finalizing the mitigation calculations.

**Deliverable(s):**

- One (1) electronic draft ORTR County review in MS Word format
- One (1) final electronic ORTR, in MS Word format, incorporating County's comments and update with any GIS overlays of the Oak resources

**Helix Environmental Planning, Inc.**

**Exhibit C-1**

**Amended Cost Estimate**

<b>Item of Work</b>	<b>Description</b>	<b>Costs</b>
Task 1	Biological Resources Assessment	<b>\$8,400</b>
Task 2	Cultural Resources Assessment	<b>\$6,700</b>
Task 3	Topographic Survey	<b>\$22,660</b>
Task 4	Master Plan and Phasing	<b>\$23,500</b>
Task 5	Community Engagement	<b>\$12,855</b>
Task 6	CEQA Documentation	<b>\$38,164</b>
Task 7	Oak Resources Technical Report	<b>\$5,910</b>
	<b>Total:</b>	<b>\$118,189</b>

**DIRECT COSTS**

In accordance with ARTICLE III, Compensation for Services

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