

AGREEMENT FOR SERVICES #4325

THIS AGREEMENT made and entered 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 590 Menlo Drive, Suite 5, Rocklin, California 95765 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide consulting services to perform a site assessment, public outreach, and feasibility study related to the Chili Bar property located in the unincorporated community of Placerville; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

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

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide consulting services to perform a site assessment, public outreach, and feasibility study related to the Chili Bar property located in the unincorporated community of Placerville. Services shall be in accordance with Exhibit "B", marked "Scope of Work", incorporated herein and made part by reference hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work. Payment will be made monthly in arrears based on the hourly rates identified in Exhibit "A" marked "Schedule of Fees" within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of budgeting the phases and tasks in Exhibit B, the maximum allowable billing amounts for each phase are described in Exhibit B, based on the hourly rates identified in Exhibit A marked Schedule of Fees, incorporated herein and made part by reference hereof. Other direct costs described in Exhibit B, including subconsultants' services, shall be invoiced at Contractor's costs, plus ten percent (10%) markup. Any invoice that includes subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Contractor's costs for the services or costs being billed on those invoices. Contractor's invoices shall indicate the parts and materials to be paid for by County and shall list the amounts being charged to County for same.

Total amount of this Agreement shall not exceed \$126,818.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor'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 Division
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay

the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XI, Default, Termination, and Cancellation.**

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

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 VI

Contractor 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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for the subconsultants identified in Exhibit B, Contractor 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 VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

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 addressed as follows:

COUNTY OF EL DORADO
Parks Division
330 Fair Lane
Placerville, CA 95667
ATTN: Vickie Sanders, Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

HELIX Environmental Planning, Inc.
~~590 Menlo Drive, Suite 5~~ **1677 Eureka Road, Suite 100** ^{MS}
~~Rocklin, CA 95765~~ **Roseville, CA 95661** ^{eo}
ATTN: Kristin Olszak, Chief Financial Officer

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 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. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor 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 the 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this

Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor'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 XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law.

This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: 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 Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, Parks Division, or successor.

ARTICLE XXVI

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 to the obligations set forth herein.

ARTICLE XXVII

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

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

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 XXX

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.

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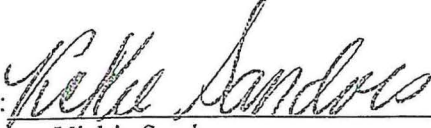
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Requesting Contract Administrator Concurrence:

By: 
Vickie Sanders
Parks Manager
Chief Administrative Office, Parks Division

Dated: 6/29/2020

Requesting Department Head Concurrence:

By: 
Donald Ashton, MPA
Chief Administrative Officer
Chief Administrative Office

Dated: 6/29/2020

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

-- COUNTY OF EL DORADO --

Dated: 7-21-2020

By: 
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7-21-2020

-- CONTRACTOR --

HELIX ENVIRONMENTAL PLANNING, INC.
A CALIFORNIA CORPORATION

By: 
Kristin Olszak
Chief Financial Officer
"Contractor"

Dated: June 24, 2020

By: 
Michael Schwerin
Chief Executive Officer
"Contractor"

Dated: June 24, 2020

EXHIBIT "A"

Schedule of Fees



EXHIBIT A SCHEDULE OF FEES

Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. 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 \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

Professional Rates

Current hourly rates for consulting services:

| | |
|-------------------------------------|-----------------|
| Principal | \$210.00-225.00 |
| Principal Acoustician | \$180.00-195.00 |
| Principal Biologist | \$180.00-220.00 |
| Principal Landscape Architect | \$160.00-180.00 |
| Principal Permitting Specialist | \$170.00-220.00 |
| Principal Planner | \$195.00-225.00 |
| Principal Regulatory Specialist | \$170.00-220.00 |
| Sr. Project Manager I-III | \$130.00-195.00 |
| Sr. Air Quality Specialist | \$155.00-180.00 |
| Sr. Environmental Specialist | \$130.00-170.00 |
| Noise/Air Quality Specialist | \$115.00-145.00 |
| Environmental Specialist I-III | \$85.00-150.00 |
| Environmental Compliance Analyst | \$70.00 |
| Environmental Compliance Specialist | \$110.00 |
| Project Manager I-III | \$110.00-170.00 |
| Archaeology Field Director | \$100.00 |
| Staff Archaeologist | \$65.00-80.00 |
| Archaeology Field Crew | \$75.00 |
| Sr. Archaeologist | \$140.00-160.00 |
| Historian | \$70.00-125.00 |
| Environmental Planner I-III | \$90.00-115.00 |
| Environmental Analyst | \$65.00-75.00 |
| Landscape Planner I-III | \$95.00-115.00 |
| Sr. Scientist | \$120.00-180.00 |
| Biologist I-V | \$75.00-120.00 |
| Assistant Biologist | \$50.00-60.00 |
| Sr. GIS Specialist | \$120.00-160.00 |
| GIS Specialist I-III | \$75.00-105.00 |
| GIS Technician | \$50.00-60.00 |
| Graphics | \$115.00 |
| Document Coordinator | \$80.00 |
| Technical Editor | \$70.00-90.00 |
| Operations Manager | \$105.00 |
| Word Processor I-III | \$65.00-85.00 |
| Clerical | \$65.00 |

Rates are subject to change on a yearly basis

EXHIBIT B SCOPE OF WORK

Task 1 – Site Assessment

Task 1.1: Topographic and Boundary Survey

As part of the HELIX team, subconsultant Giuliani and Kull Engineers will complete a topographic and boundary survey of the ~6.5-acres extending from the water tank north of Chili Bar Court to the river's edge. The survey will note elevations of existing landforms, improvements (e.g. buildings, paving and roadways, fencing, and utilities), locations of significant trees and vegetation, and other site features. Additionally, flood elevations, rights-of-way, easements, and setbacks will be located, based on the title report, FEMA floodmaps, and utility information. The topographic survey will be provided in PDF and DWG (AutoCAD) formats.

Task 1.2: Site Assessment

A HELIX ISA-Certified Arborist will conduct a site inventory, which will include identification of protected and Heritage trees under the El Dorado County Oak Resource Management Plan. The site will be photo-documented with geo-referenced photograph locations. Key features with recreational value will be noted, as well as off-site resources, such as viewsheds and proximity to nearby residences.

Task 1.3: Architectural Assessment

As part of the HELIX team, subconsultant Lionakis will conduct a site reconnaissance visit to assess the condition of the existing improvements and buildings at the Chili Bar Parksites for suitability and viability for reuse and repurposing. They will document their findings in a written report that will be integrated into the opportunities and constraints analysis report (see Task 1.6).

Task 1.4: Utility Assessment

As part of the HELIX team, subconsultant RFE Engineering will conduct a site visit and inventory of the existing water, septic, drainage, electrical, and gas facilities. The existing conditions of all utilities and recommendations for future use and necessary upgrades will be documented in a report that will be integrated into the opportunities and constraints analysis report (see Task 1.6).

Task 1.5: Coordination with American River Conservancy

HELIX will meet with representatives from the American River Conservancy to discuss their goals and objectives for the river access portion of the site, which is held under a conservation easement. The purpose of this meeting is to identify ways in which uses on the northern portion of the site can complement and enhance the river access uses on the southern portion.

Task 1.6: Opportunities and Constraints Analysis

HELIX will summarize the results of Tasks 1.1 through 1.5 in a summary report, which will include graphics showing opportunities and constraints on the site, including but not limited to, views into and out of the site, adjacent land uses, important screening areas, protected trees, ordinary high-water mark, and floodplain boundaries. The report will clearly document the existing site conditions and the implications these have for re-use or development of the site. An assessment of the level of effort and

cost required to bring existing site features into compliance with applicable current codes will be included in the report.

The draft report will be provided in PDF format for County review. The HELIX team will then meet with County staff to review the report and discuss staff questions or concerns. Following this review meeting, the final report will be prepared and provided in PDF format. The public outreach schedule and approach will also be reviewed and finalized at this meeting.

Task 2 – Public Outreach

The key to successful public outreach is listening to the concerns and desires of the public and assuring people that they have been heard. The second critical goal is to educate the public about the site and the feasibility study process.

For each of the three public meetings described below, HELIX will provide all meeting materials and facilitate the meetings. HELIX will provide the meeting announcement flyer for County approval and text and graphics use on the County website or in e-mail notifications a minimum of five weeks prior to each public meeting. A minimum of one week prior to each meeting, HELIX will provide the draft presentation, display boards, and activities for review by County staff. Following each meeting, the results will be documented in a meeting summary memo. This, and the sign-in sheet, will be provided to the County.

Task 2.1: Public Meeting #1

HELIX will facilitate a public meeting to present the results of the opportunities and constraints analysis and gather input from the public on desired public uses of the site. The goal of the first public meeting is to inform the public about the process and existing site features, provide examples of potential recreation uses for inspiration and discussion, and listen to the public's ideas of how the site should and should not be used.

Task 2.2: Public Meeting #2

HELIX will hold an open house on site to provide a site tour, gather feedback on the site uses recommended by attendees at the first public meeting, and allow the public to provide ideas and recommendations on conceptual site design. This meeting is anticipated to be held over a 3-hour span on a weekend and offer a drop-in format so that people can come at their convenience.

Task 2.3: Public Meeting #3

HELIX will facilitate a third public meeting to gather feedback on up to four conceptual alternate site plans and proposed site uses, developed as part of the draft Feasibility Study (see Task 3.1, below).

Task 2.4: Park and Recreation Commission Meeting

HELIX will present the results of the opportunities and constraints analysis, preliminary financial analyses, and four conceptual alternate site plans and to the Park and Recreation Commission for review.

Task 2.5: Board of Supervisors Meeting

HELIX will present the Feasibility Study (see Task 3.1, below) to the County Board of Supervisors. The presentation will summarize the site assessment, coordination with the American River Conservancy, and public outreach process, and illustrate how the results of that process led to the conceptual options outlined in the Feasibility Study. HELIX will also present the conceptual options identified in the Feasibility Study and the financial implications of each option in terms of comparative costs of implementation and return on investment.

Task 3 – Feasibility Study

Task 3.1: Feasibility Study

The HELIX team will prepare a Feasibility Study that will present up to four conceptual site design alternatives including consideration of environmental factors. The document will summarize the results of the opportunities and constraints analysis and the public outreach process and describe how those results are reflected in the conceptual site development alternatives. For each alternative, an estimate of improvement/implementation costs, and long-term operation costs and revenues, based on the Financial Feasibility Study described in Task 3.2, will be provided.

Preliminary conceptual site design alternatives will be provided for review and approval by County staff prior to the third public outreach meeting. Following that meeting and feedback from County staff, the conceptual site design alternatives will be finalized and color-rendered for inclusion in the draft Feasibility Study, which will be presented to the Board of Supervisors. Following the Board of Supervisors' meeting, HELIX will incorporate changes as directed by County staff to produce the final Feasibility Study.

Task 3.2: Financial Feasibility Study

As part of the HELIX team, subconsultant Chuck Nozicka Consulting (CNC) will prepare analyses of the fiscal sustainability of the alternative uses identified in the Feasibility Study. 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:

Supply/ Demand Assessment: Develop a regional supply/demand profile for proposed range of uses and types of facilities that could be developed at the Chili Bar site, which may include day use, picnic areas, camping, and museum/ meeting spaces. Available data, including but not limited to seasonality, average annual occupancy, fees, and to the extent the data is available, operations costs and revenues, will be gathered from El Dorado County, ARC, and public and private sector operations.

Implementation Cost Estimates: Gather standard applicable construction costs and apply these to identified development alternatives. This will specifically look at potential revenue producing units and associated support facilities.

Operations Cost and Revenue Profile: Apply gathered data pertaining to average annual and/or daily/weekly occupancies, per unit and overall operations costs, and develop revenue estimates that may be applicable to facility options, including but not limited to day use and camping facilities. Clear and easily understood economic models showing revenues at varying levels of

annual occupancy and fee rates will be prepared for each of the four identified development alternatives.

Potential Return on Investment and Feasibility Recommendations: A return on investment model (ROI) at various occupancy rates will be developed using per-unit implementation costs for proposed facilities and revenue projection scenarios. A final financial feasibility report summarizing the results of the financial analyses and a series of recommendations describing potential project feasibility with specific attention to economic sustainability will be prepared.

Task 3.3: Administrative Tasks

HELIX will provide regular updates to County staff on progress, budget, and schedule. This task also includes a kick-off meeting at the beginning of the project to review the County’s goals, concerns, and priorities, schedule, and budget; conference calls to review the results of each public outreach meeting or presentation; and other communication as needed.

SCHEDULE

See Exhibit C for the proposed schedule.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$126,818, which is provided below broken down by Task and in Exhibit D in a breakdown by sub-task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit A, Schedule of Fees. Payment terms are net 45 days. All expenses and their distribution are estimates only. In the performance of the Scope of Work in accordance with the cost estimate below, HELIX may request to reallocate the expenses listed herein among the various tasks, direct costs, and subconsultants identified herein, subject to the County’s Contract Administrator prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

| <u>Task</u> | <u>Task Name</u> | <u>Cost</u> <u>Estimate</u> |
|--------------|-------------------|--------------------------------|
| 1 | Site Assessment | \$38,306 |
| 2 | Public Outreach | \$17,668 |
| 3 | Feasibility Study | <u>\$70,844</u> |
| TOTAL | | \$126,818 |

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Agreement.

- County will provide current Title Report prior to initiation of topographic survey.
- County will provide existing building floorplans.
- Floodplain will reflect available information from FEMA data. This scope does not include preparation of site-specific FEMA cross-sections.

- Changes to the final Feasibility Study 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 conceptual design are required at this point, they shall be implemented on a time and materials basis or at an agreed upon additional fixed-price amount.
- HELIX shall provide all displays and outreach materials (e.g. meeting announcement flyer, handouts, sign-in sheets, activities) necessary for the public meetings.
- The County shall provide meeting space, publicize meeting notices/minutes, and provide meeting refreshments, if desired.
- Drawings of existing or proposed buildings or elevations are not included in the scope of work.
- The County shall provide electronic files with the parcel boundary and development footprint to HELIX prior to the start of site surveys.
- Market analysis will in part rely on data available from El Dorado County including detailed operations information. Data gathered from any area private operations may be limited to estimates and provided to the extent these businesses are willing share their information.
- Conceptual economic models will allow El Dorado County to understand what might happen at the site under existing market conditions – these projections are not a guarantee of revenues. Economic models show possible outcomes based on annual use and occupancy rates. Actual outcomes will depend on regional economic conditions and management activities including but not limited to customer service, marketing and other market-competitive strategies.
- Financial analyses are a planning and decision-making tool, not a formal financial Profit and Loss Statement. This Feasibility Study will not address depreciation or cost of money over project lifetime.
- Any services additional to those specifically included herein (such as the services to 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.
- If changes to the site 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.

