

Helix Environmental Planning, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6071

THIS FIRST 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, 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 the entire twelve (12) acre park site, replacing **Exhibit A, Scope of Work**, with **Amended Exhibit A, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$29,115, and to add a new fee schedule and cost estimate, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Fee Schedule** and replacing **Exhibit C, Cost Estimate**, with **Amended Exhibit C, 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 First Amendment to Agreement for Services #6071 on the following terms and conditions:

- I. Exhibit A, Scope of Work is replaced in its entirety with Amended Exhibit A, Amended Scope of Work attached hereto and incorporated herein by reference. All references to Exhibit A, Scope of Work throughout the Agreement are substituted with Amended Exhibit A, Amended Scope of Work.
- II. Exhibit B, Fee Schedule, is amended to include Amended Exhibit B, Amended Fee Schedule, attached hereto and incorporated herein by reference. All references to Exhibit B throughout the Agreement shall read Exhibit B and Amended Exhibit B.

- III. Exhibit C, Cost Estimate is replaced in its entirety with Amended Exhibit C, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Exhibit C, Cost Estimate throughout the Agreement are substituted with Amended Exhibit C, Amended Cost Estimate.
- 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 this 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 this 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 \$91,170, inclusive of all costs, taxes, and expenses.

Other direct costs, including but not limited to subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies shall be invoiced at Consultant's cost and may include a ten percent (10%) markup. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Amended Exhibit A, the billing amounts for each Task are identified in Amended Exhibit C, 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 Amended Exhibit C 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 First Amendment to Agreement for Services #6071 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- HELIX ENVIRONMENTAL PLANNING, INC. --

By: *Michael Schwerin*
Michael Schwerin (Mar 29, 2022 16:12 PDT)

Dated: 03/29/2022

Michael Schwerin
Chief Executive Officer
"Consultant"

By: *Kristin O*
Kristin O (Mar 29, 2022 15:51 PDT)

Dated: 03/29/2022

Kristin Olszak
Chief Financial Officer

Helix Environmental Planning, Inc.

Amended Exhibit A

Amended Scope of Work

Project Description

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

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

Task 1 – Biological Resources Assessment

Consultant shall review available materials regarding existing site conditions, biological resources, and wetlands (e.g., United States Geological Survey [USGS] topographic maps, Natural Resources Conservation Service [NRCS] soils maps, and California Natural Diversity Database) for the entire twelve (12) acre park site. The Project area will include the twelve (12) acre park site and a surrounding fifty foot (50') buffer, where accessible. Consultant shall conduct a field survey to identify dominant plant communities on the site, identify sensitive vegetation communities including protected oak resources, and evaluate the potential for the site to support special-status plant and wildlife species.

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

Deliverable(s):

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

Task 2 – Cultural Resources Assessment

Consultant shall conduct a records search at the North Central Information Center (NCIC) located at California State University, Sacramento. The records search shall

include reviews of archaeological site records and data from previous surveys and research reports in order to identify cultural resources previously documented within and immediately adjacent to the Project area, and to assess the potential for undocumented cultural resources to be found during project implementation. The records search study area shall include the Project area and a one quarter (0.25) mile buffer around the project area.

Consultant shall send a letter to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File (SLF) for Native American sites or resources that may be within or adjacent to the Project area. Using the Native American Contact List provided by the NAHC, Consultant shall send letters to each tribal representative requesting additional information or concerns they may have about the proposed Project. Consultant shall follow-up these letters with telephone calls as appropriate.

Consultant shall conduct a pedestrian survey of the entire twelve (12) acre Project area to characterize any extant archaeological sites, artifacts, or structures more than forty-five (45) years old. The survey shall consist of a pedestrian walk-over of the work area using standard fifteen (15) meter parallel transects, where possible.

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

Deliverable(s):

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

Task 3 – Topographic Survey

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

Deliverable(s):

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

Task 4 – Master Plan and Phasing

Consultant shall review the results of the site assessments and survey completed in Tasks 1 through 3, existing design documents including the bike park and playground designs provided by Community Economic Development Association of Pollock Pines (CEDAPP), grant applications submitted by CEDAPP, Proposition 68 grant application provided by the County, and public input provided during previously completed public outreach meetings. Consultant shall attend a design kick-off meeting with the County onsite to review the County's design ideas, priorities, concerns, and perform a site analysis. Consultant shall prepare a draft master plan of the Project. The master plan shall show the relative location and size of each of the desired features and the proposed vehicular, bicycle, and pedestrian circulation within the site. The playground design shall include suggested types of play equipment, but not their specific design. The master plan shall be provided for County approval and then be used in the community engagement process (Task 5).

Following completion of the community engagement process, Consultant shall update the master plan and prepare a memo identifying recommended phasing and estimated costs. Consultant shall attend one (1) virtual meeting with the County to review the Master Plan and Phasing Memo. Consultant shall incorporate County feedback into a final Master Plan and Phasing Memo. Upon County approval, Consultant shall attend up to two (2) meetings to present the plan to the County and stakeholders. These meetings may be a Commission or Board meeting, and/or a meeting specifically for this presentation. Consultant shall complete up to three (3) hours of revisions based on comments at these meetings.

Deliverable(s):

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

Task 5 – Community Engagement

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

Deliverable(s):

- One (1) electronic copy of the publicity flyer
- One (1) electronic copy of the online survey

- Electronic copies of in-person meeting materials as needed
- One (1) electronic copy of the summary memo

Task 6 – CEQA Documentation

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

Task 6.1 – Initial Study

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

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

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

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

Consultant's Air Quality Specialist shall quantify construction and operational (assuming the park will generate vehicle trips) criteria pollutant and greenhouse gas emissions using the latest version of the California Emissions Estimator Model (CalEEMod), or other accepted modeling method, and input from County. Emission estimates will be included in the air quality and greenhouse gas sections of the IS with model outputs provided as an appendix.

Unless otherwise noted above, all analyses shall rely upon other existing readily-available sources of information, including adopted environmental and planning documents and ordinances, existing studies relevant to the site and proposed improvements, USGS topographic quadrangles, NRCS soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA. Consultant shall produce an electronic version of the Administrative Draft IS for County review and shall respond to one (1) round of consolidated comments prior to preparing a Screencheck Draft IS/MND or Final Addendum.

Deliverable(s):

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

Task 6.2 – Public Review IS/MND and Noticing

If an IS/MND is prepared, Consultant shall prepare a Notice of Completion (NOC) for transmittal to the State Clearinghouse of the Governor's Office of Planning and Research (SCH) pursuant to CEQA, Section 21161, and a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) per CEQA Guidelines Section 15072. Consultant shall prepare a Summary Form. Draft notices shall be submitted to County for review along with the Administrative Draft IS (Task 6.1).

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

Deliverable(s):

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

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

Following the close of the thirty (30) day public comment period, Consultant shall consult with County and review all written comments received on the Public Review IS/MND. Together with County, Consultant shall prepare responses to comments received on the Public Review IS/MND, up to the budgeted amount. It is assumed that comments will be minor (not requiring additional analysis or studies) and responses will consist primarily of clarifying information and directing commenters to the appropriate discussion in the IS/MND. All comments and responses shall be provided in "Memo" format for the County to utilize in a staff report. This scope of work assumes that a separate, "stand alone" Final IS/MND document will not be prepared.

Consultant shall prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15074(d) of the State CEQA Guidelines for incorporation into the IS/MND following completion of the public review period. Alternately, the MMRP can be prepared and included within the Public Review IS/MND if desired by County.

Preceding project approval and adoption of the IS/MND by the County, Consultant shall prepare the Notice of Determination (NOD). It is assumed that the County will file the





NOD with the County Clerk and will pay associated fees (County Clerk Filing Fee and CDFW Filing Fee, etc.) within five (5) working days following approval of the IS/MND.

Deliverable(s):

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

Schedule:

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

 Consultant Work
 County Review/Activity
 Meeting
 Public Outreach Survey Available

Helix Environmental Planning, Inc.

Amended Exhibit B

Amended Fee Schedule

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

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus 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.

Helix Environmental Planning, Inc.

Amended Exhibit C

Amended Cost Estimate

Item of Work	Description	Costs
Task 1	Biological Resources Assessment	\$8,400
Task 2	Cultural Resources Assessment	\$6,700
Task 3	Topographic Survey	\$22,660
Task 4	Master Plan and Phasing	\$20,135
Task 5	Community Engagement	\$8,990
Task 6	CEQA Documentation	\$24,285
	Total:	\$91,170

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.