

Helix Environmental Planning, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #079-S1711

THIS SECOND AMENDMENT to that Agreement for Services #079-S1711, 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 Whitney Environmental Consulting, Inc., a corporation, duly qualified to conduct business in the State of California, doing business as Foothill Associates, now owned and operating as Helix Environmental Planning, Inc., a California 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 590 Menlo Drive, Suite 5, Rocklin, California 95765 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Whitney Environmental Consulting, Inc. has been engaged by County to provide consulting services to assist its Department of Transportation with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental clearance and permitting services for the El Dorado Trail – Missouri Flat Road to El Dorado Trail and El Dorado Trail – Missouri Flat Road Bike/Pedestrian Overcrossing Projects, pursuant to Agreement for Services #079-S1711, dated August 2, 2016, and First Amendment to Agreement for Services #079-S1711, dated December 19, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, ARTICLE X, Subcontracting, F, of the Agreement prohibits Whitney Environmental Consulting, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

WHEREAS Whitney Environmental Consulting, Inc. has been acquired by Helix Environmental Planning, Inc., effective May 1, 2019;

WHEREAS, by operation of this acquisition, Helix Environmental Planning, Inc. shall assume all of Whitney Environmental Consulting, Inc.'s duties, responsibilities, and obligations, including insurance and indemnity obligations, for consulting services under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for consulting services prior to the effective date of the acquisition;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Whitney Environmental Consulting, Inc. to Helix Environmental Planning, Inc.;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Community Development Services, Department of Transportation to Department of Transportation;

WHEREAS, the parties hereto desire to amend **ARTICLE XXVIII, Notice to Parties**, to update the notice recipients;

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 #079-S1711 on the following terms and conditions:

- I. All references to Whitney Environmental Consulting, Inc. are substituted with Helix Environmental Planning, Inc.
- II. All references to Community Development Services, Department of Transportation throughout the Agreement shall read Department of Transportation.
- III. The parties agree that by operation of the acquisition described above, Helix Environmental Planning, Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Whitney Environmental Consulting, Inc. prior to the effective date of the acquisition, and Helix Environmental Planning, Inc. is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- IV. **ARTICLE XXVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D, Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

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

Attn.: Michael Schwerin
Chief Executive Officer

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #079-S1711, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  _____
Matthew D. Smeltzer, P.E.
Deputy Director Engineering
Fairlane Engineering Unit
Department of Transportation

Dated: 6/4/19

Requesting Department Concurrence:

By:  _____
Rafael Martinez, Director
Department of Transportation

Dated: 6/4/19

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #079-S1711 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Board of Supervisors
"County"

Dated: 6/11/2019

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/11/2019

--HELIX ENVIRONMENTAL PLANNING, INC.--

By: 
Michael Schwerin
Chief Executive Officer
"Consultant"

Dated: June 3, 2019