

AMENDMENT TWO TO AGREEMENT FOR LAKE COUNTY PROPOSITION 68 STATEWIDE
PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM SUPPORT
SERVICES

THIS AMENDMENT TWO TO AGREEMENT is made this _____ day of _____
2019, by and between the County of Lake, hereinafter referred to as "COUNTY", and HELIX
Environmental Planning, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated
March 26, 2019, as amended by that certain Amendment One dated May 1, 2019, to provide
landscape architectural consulting services for Lake County Prop 68 grant submissions; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said
services; and

WHEREAS, Article XV, Section A, MODIFICATION, of said Agreement may only be
modified by a written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now also desire to amend said Agreement
as amended by Amendment One to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

1. SECTION I, SCOPE OF SERVICES is hereby modified to read as follows:

"CONSULTANT shall perform the services described in Exhibit "C" as modified by
Exhibit "D", attached hereto and incorporated herein by this reference hereinafter
called Scope of Work. In the event of a conflict between this Agreement and any
Exhibits, the provisions of this Agreement shall control"

2. SECTION VI, COMPENSATION AND TERMS OF PAYMENT is hereby modified as read
as follows:

"The method of payment for this contract will be based on Actual Rates of Compensation set forth in Exhibit "B" which include cost of labor and expenses to perform the professional services provided by this agreement and as presented in Exhibit "A", as modified by Exhibit "C" and "D", attached hereto and incorporated herein. For all services CONSULTANT shall be paid in accordance with the budget set forth, however total payments shall not exceed \$57,125 without prior written authorization by COUNTY and formal Amendment to this Agreement.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated March 26, 2019, as amended by that certain Amendment One dated May 1, 2019 and shall remain in full force and effect.

COUNTY and CONSULTANT have executed this Amendment Two to Agreement and Amendment One on the day and year first written above.

COUNTY OF LAKE

HELIX, Environmental Planning

By: _____
Chair, Board of Supervisors

By: _____
Mike Schwerin, Chief Executive Officer

ATTEST:
CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

_____ 

HELIX Environmental Planning, Inc.
590 Menlo Drive, Suite 5
Rocklin, CA 95765
916.435.1202 tel
916.435.1205 fax
www.helixepi.com



June 6, 2019

CLK-02

Mr. Lars Ewing
Lake County Public Services Department
333 Second Street
Lakeport, CA 94553

Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services for the Middletown Trailside Park Project (Proposition 68 Grant Application Support - Phase 4 — CEQA Technical Studies)

Dear Mr. Ewing:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal/agreement (Agreement) to the County of Lake (Client) to provide technical consulting services in support of California Environmental Quality Act (CEQA) document preparation relevant to the Middletown Trailside Park Project (project). This augment will comprise Phase 4 of the Proposition 68 Grant Application Support contract.

SCOPE OF SERVICES

Task 1: Cultural Resources Assessment

HELIX will conduct an archival records search and pedestrian survey in order to identify any cultural, historical, or archaeological resources located on or near the project area. A Cultural Resources Inventory Report, suitable for submission to the County, will document the findings of the cultural resources study.

Conduct Cultural Resources Record Searches: HELIX will conduct a records search at the Northwest Information Center (NWIC) located at Sonoma State University. The records search will include reviews of USGS topographic maps where archaeological and historic resources are mapped; Department of Parks and Recreation (DPR) cultural resource records; data from previous surveys and research reports; historic maps; the Historic Property Data File; the National Register of Historic Places; the California Register of Historical Resources; and listings of California Historical Landmarks and Points of Historical Interest. The records search will address the project area and a 1/4-mile radius around the project area. This proposal assumes that NWIC fees will not exceed \$500.

HELIX will submit a request to the Native American Heritage Commission (NAHC) to identify any sacred lands in the vicinity of the project area, and contact any tribal representatives as recommended by the NAHC. The results of the Native American outreach and all related correspondence will be presented in

the Cultural Resources Assessment Report. These letter requests are for informational purposes only and are not part of the AB 52 consultation process.

Conduct Field Survey: HELIX archaeologists will conduct an intensive pedestrian survey to characterize any prehistoric or historic-era archaeological resources located within the project area. The survey will consist of a pedestrian walk-over of the entire project area in parallel transects spaced at 15-meter intervals. HELIX will examine the ground surface for the presence of historic artifacts (e.g., metal, glass, ceramics), prehistoric artifacts (e.g., flaked stone tools, tool-making debris), and other features that might represent human activity that took place more than 50 years ago.

HELIX assumes that no archaeological resources will be encountered during the survey. If previously recorded or undocumented cultural sites, features, or resources are identified within the survey area, additional funds may be required for field documentation and the completion or updating of DPR cultural resource records.

Prepare Cultural Resources Assessment Report: A Cultural Resources Assessment Report following California Office of Historic Preservation guidelines will be prepared upon completion of the survey. The report will include the results of the records search, Native American outreach, and cultural survey. The report will also include recommendations for further study, evaluation, or mitigation of any prehistoric or historic-era cultural resources that may be affected by the proposed project. Once finalized, a copy of the report and any new or updated DPR forms will be filed with the NWIC.

AB 52 Support: HELIX will assist in the administrative tasks associated with tribal notification, consultation and documentation for AB 52 compliance. Working under the guidance and direction of County staff, HELIX will prepare, mail, and document tribal notification letters; forward formal tribal requests and scheduling for AB 52 consultation to the County; follow up with County staff during the 30-day tribal notification period; and compile the administrative record that documents AB 52 compliance. This proposal assumes that HELIX staff will not attend meetings associated with AB 52.

Task 2: Biological Resources Assessment

HELIX biologists will review available materials regarding existing site conditions, biological resources, and wetlands (e.g. USGS topographic maps, NRCS soils maps, and California Natural Diversity Database) for the Site. HELIX biologists will then conduct a field survey to identify and map dominant plant communities on the site, identify sensitive vegetation communities, and evaluate the potential for the Site to support special-status plant and wildlife species.

Upon completion of the field survey, a Biological Resources Assessment will be prepared that identifies biological resources and potential biological constraints, such as wetlands, assesses of the likelihood of special-status species or habitats to be found on the Site, and provides recommendations for any further studies or permitting that may be required prior to development. The report will include a soil map and map of biological communities and constraints. The report will incorporate the findings from the Delineation of Wetlands and Waters of the U.S. and State (see Task 3). A draft report will be submitted electronically to the Client for review in PDF format. Upon completion of the review by the Client, a PDF copy of the final report will be submitted to the Client.

Deliverables:

- *Draft Biological Resources Assessment (PDF Format)*
- *Final Biological Resources Assessment (PDF Format)*

Task 3: Delineation of Wetlands and Other Waters of the U.S. and State

HELIX wetland scientists will conduct a wetland delineation of the project site using the U.S. Army Corps of Engineers' (USACE) Wetlands Delineation Manual (USACE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0; USACE 2008); in addition, we will follow the draft State Water Resources Control Board (SWRCB) guidelines as they relate to the project site/conditions. Task 3 includes submittal of the Jurisdictional Delineation Report to the USACE by HELIX, incorporating comments from the USACE, and/or attending a field review meeting with the USACE.

The delineation will help determine the need for project permits, which could include a federal Clean Water Act Section 404 Permit and a State Water Resources Control Board Section 401 Water Quality Certification as well as a Streambed Alteration Agreement depending on site conditions and anticipated project-related impacts to mapped features.

HELIX will prepare a preliminary Jurisdictional Delineation Report presenting the results of the delineation. The report would be based on HELIX's quantification of Waters of the U.S. and State on the project site using the current regulations, written policies, and guidance from the regulatory agencies. The jurisdictional boundaries identified during the jurisdictional delineation may be subject to verification by the applicable resource agencies. A draft Jurisdictional Delineation Report discussing the findings of the survey will be prepared and submitted to the Client for review and approval. Upon receipt of Client comments, a final Jurisdictional Delineation Report will be prepared.

Deliverables:

- *Draft Jurisdictional Delineation Report*
- *Final Jurisdictional Delineation Report*

SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$36,400, which is provided below in a breakdown by task and brings our currently authorized amount from \$20,725 to \$57,125. All work shall continue to be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task</u>	<u>Task Name</u>	<u>Cost</u>
1	Cultural Resources Assessment	\$13,000
2	Biological Resources Assessment	\$9,500
3	Delineation of Wetlands and Other Waters of the U.S. and State	\$13,900
	TOTAL	\$36,400

ASSUMPTIONS AND LIMITATIONS

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

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, biological surveys not specifically described above, and/or permit preparation and processing ("additional work") are not included within the scope of services required of HELIX under this Agreement.
- Cost does not include costs for implementation of any avoidance and minimization measures discussed in the documents.
- The preparation and submittal of permit applications, and related supporting documents is not included in this scope of work. HELIX can prepare such a scope, if needed, following completion of tasks outlined in this scope of work.
- HELIX assumes that the aquatic resource verification process will not require more than one (1) field verification meeting with USACE lasting no more than 8 hours total including travel time; significant revision of the draft jurisdictional delineation is not envisioned nor considered part of this scope.
- Once preparation of the draft documents has begun, no changes to the project description will occur such that major revisions to the document or re-analysis of any environmental issue will be required.
- Client will identify all potential off-site components associated with the project prior to HELIX conducting the site assessment.

Letter to Mr. Lars Ewing
June 6, 2019

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EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

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

Sincerely,



David W. Claycomb, AICP
Northern California Regional Manager

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.

LAKE COUNTY PUBLIC SERVICES DEPARTMENT

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:

Name: _____
Address
(if different
from p.1) _____

Phone: _____
Email: _____

Contact/Name: _____
Address
(if different
from p.1) _____

Phone: _____
Fax: _____
Email: _____

Middletown Trailside Park

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.

EXHIBIT B 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