

HELIX Environmental Planning, Inc.
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La Mesa, CA 91942
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February 27, 2024

00987.00012.001

Damaris Abraham
Assistant Community Development Director
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
(951) 674-3124, ext. 913 | dabraham@lake-elsinore.org

Subject: Contract Augment to Provide Additional Environmental Consulting Services for the Riley Senior Apartments Project

Dear Ms. Abraham:

HELIX Environmental Planning, Inc. (HELIX) is submitting this contract augment (Augment) to the City of Lake Elsinore (City; Client) to provide additional environmental consulting services for the Riley Senior Apartments project located in the City of Lake Elsinore, Riverside County. Under our original contract dated October 2, 2023, HELIX outlined its services, including Task 1, a Phase I archaeological survey to address Section 106 of the National Historic Preservation Act. The following scope of services provides additional Tasks 2 through 8 to support review under the National Environmental Policy Act (NEPA) for this project.

SCOPE OF SERVICES

Task 2. Air Quality Assessment. Because the Project includes the development of more than five dwelling units and is within an air quality management district that is in non-attainment and/or maintenance status for one or more criteria pollutants, HELIX will estimate criteria pollutant emissions in accordance with the Clean Air Act prompts within the Department of Housing and Urban Development (HUD) Environmental Review Online System (HEROS). Criteria pollutant emissions will be estimated using the latest version of the California Emissions Estimator Model (CalEEMod) and compared to applicable screening level thresholds. If emissions estimates are found to be above thresholds, HELIX will identify measures to mitigate adverse impacts. HELIX will provide a brief discussion summarizing the methods and results of the emissions estimates and the CalEEMod output files in support of the responses in the HEROS. HELIX will revise the draft report based on one set of comments provided by Client.

Task 3. Noise Assessment. HELIX will complete HUD's Noise (EA Level Reviews) – Partner Worksheet (Worksheet) for the project. HELIX will quantify noise exposure in accordance with the requirements of

the worksheet. Traffic noise levels will be estimated at the project site using the appropriate noise model, which is anticipated to be either the Federal Highway Administration's Traffic Noise Model (TNM) version 2.5 or the Computer Aided Noise Abatement (CadnaA) model implementation of TNM. Estimated noise levels will be compared to HUD's site noise acceptability standards. If necessary, HELIX will identify potential noise attenuation measures for the project to achieve acceptable exterior and interior noise levels. HELIX will provide a brief discussion summarizing the methods and results of the noise assessment in support of the conclusions of the Worksheet. This task includes addressing one round of comments provided by the City planning staff on the draft assessment.

Task 4. General Biological Resources Assessment. HELIX will conduct a biological resources assessment survey of the project site to verify the presumed absence of suitable habitat for federally listed plant and animal species and verify the presumed absence of potential federally jurisdictional waters and wetlands inside the project site, to support HEROS items 8 and 15 listed under task 7 below.

Upon completion of the fieldwork, HELIX will prepare a General Biological Resources Assessment memorandum report to support NEPA review of the project. The report will describe the survey methods employed, present the results of the fieldwork, assess the potential for federally sensitive resources to occur on the site (if any), and identify regulatory issues related to the resources on the site. If sensitive biological resources were identified on-site that require analysis of project impacts and mitigation, a contract augment would be required. HELIX will submit a draft report to the Client for review in digital format and/or uploaded to HEROS. HELIX will revise the draft report based on one set of comments provided by Client.

Task 5. "8-Step Process." As the Project is located within a 500-year floodplain, HUD requires the evaluation of floodplain impacts through what is described as an "8-Step Process." The 8-Step Process would evaluate floodplain impacts, mitigation, and alternatives. HELIX will document the 8-Step Process in an approximately 20-page memo to be provided to Client in digital format and/or uploaded in HEROS. The memo will address each of the 8 steps and be based on existing information developed for the Part 58.5 Analysis. As part of this process, HELIX will work with Client to develop and evaluate in a qualitative manner up to four potential alternatives. No formal market assessment or site design alternatives will be prepared by HELIX.

As part of this process, HELIX will also draft the Early Notice and Final Notice ad copy for publishing in a local paper. This scope of work assumes Client will coordinate and pay for the publishing of both ads. No fee is included within this scope of work for publishing the ads.

For the purposes of this task, HELIX assumes that no comments will be received from the public or other agencies requiring responses to comments or adjustments to the 8-Step Process document.

Task 6. Phase I Environmental Site Assessment. Consistent with the ASTM International Standard Practice E 1527-21 and the United States Environmental Protection Agency (EPA) All Appropriate Inquiry rule, Ninyo and Moore Geotechnical and Environmental Sciences Consultants (Ninyo and Moore), as a subconsultant to HELIX, will conduct a Phase I Environmental Site Assessment (ESA) of the project site. This will include the review of lease records; title records; maps; environmental reports; federal, state, and local regulatory agency databases; local regulatory agency files; and historical maps and aerial photographs for the project site. In addition, the study will include the conducting of an interview with a site representative regarding the environmental status of the site, if available; performance of a site

reconnaissance to document potential hazardous substances handling, storage, and disposal practices and to document areas of potentially contaminated surface soil or surface water; the performance of a preliminary vapor encroachment screen; and the preparation of a Phase I ESA report documenting the findings. HELIX will provide the final ESA to the Client in electronic format and/or upload to HEROS.

Also included in this task is project management and coordination time between the HELIX project manager and Ninyo and Moore staff.

Task 7. NEPA Environmental Review in HEROS. Consistent with the guidance provided by the County of Riverside Department of Housing and Workforce Solutions (HWS), HELIX will register and work within HEROS to provide technical information and responses to the following environmental prompts within HEROS:

1. National Environmental Policy Act of 1969
2. Airport Hazards–Runway Protection Zones and Accident Potential Zones; 24 CFR Part 51 Subpart D
3. Coastal Barrier Resources–Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990
4. Flood Insurance–Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994
5. Air Quality–Clean Air Act, as amended
6. Coastal Zone Management–Coastal Zone Management Act
7. Contamination and Toxic Substances–24 CFR 50.3(i) & 58.5(i)(2)
8. Endangered Species–Endangered Species Act of 1973
9. Explosive and Flammable Facilities–24 CFR Part 51 Subpart C
10. Farmlands Protection–Farmland Protection Policy Act of 1981
11. Floodplain Management–Executive Order 11988 and 24 CFR Part 55
12. Historic Preservation–National Historic Preservation Act of 1966
13. Noise Abatement and Control–Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978
14. Sole Source Aquifers–Safe Drinking Water Act of 1974, as amended
15. Wetlands Protection–Executive Order 11990 and 24 CFR Part 55
16. Wild and Scenic Rivers–Wild and Scenic Rivers Act of 1968
17. Environmental Justice–Executive Order 12898

HELIX will prepare a data needs list for Client and review existing sources of information, including technical studies provided by Client (e.g., civil and engineering reports), undertake geographic

information system (GIS) research and mapping, and perform research of existing databases referenced within the HEROS. Supporting information such as CalEEMod outputs, database research outputs, reports, and relevant figures developed in other tasks, and Client-provided reports will be provided within HEROS to support the conclusions reached. Based on conversations between the County of Riverside and HELIX, this Scope of Work assumes HELIX will provide one version of the responses and supporting information and “Assign” the Project to County staff to review empty fields and complete the review in HEROS. This scope assumes minor coordination with County staff to provide minor clarifications to the submitted HEROS responses. This scope does not assume formally responding to comments from the public or other agencies and organizations such as HUD, State Historic Preservation Officer (SHPO), or tribal governments.

Task 8. NEPA Project Management and Coordination. HELIX’s Principal Planner will coordinate with Client and the County of Riverside in support of this Scope of Work. This includes regular communication with Client and County via emails, conference calls, and virtual meetings. HELIX’s Principal Planner will also provide oversight of HELIX staff and perform a quality assurance (QA) review of all deliverables. This task assumes an approximately four-month effort for completion of these tasks, with 20 hours of Principal Planner time and 8 hours of Project Manager time. No in-person meetings or hearings are included.

ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES

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.
- Client will provide HELIX with lease and title records, available maps, and past environmental reports for the site in .pdf format.
- 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.
- Once preparation of the screencheck draft documents has begun, no changes to the project design will occur such that major revisions to the project description 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.
- Client is responsible for ensuring that technical reports that are provided to HELIX for the public record by any party not under subcontract to HELIX are consistent with the document accessibility requirements of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and any similar requirements.

- HELIX is committed to meeting accessibility requirements for the ADA and Section 508 of the Rehabilitation Act for public-facing digital document deliverables. Information presented from third-party sources (e.g., California Emissions Estimator Model outputs) and documents prepared using the strike-out underline feature may not achieve the full level of accessibility.

SCHEDULE

HELIX will continue to work with the 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 Augment.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$58,250 (a breakdown of which is provided below), which brings our currently authorized amount from \$8,900 to \$67,150. 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 Number</u>	<u>Task Name</u>	<u>Cost</u>
2	Air Quality Assessment	\$2,600
3	Noise Assessment	\$3,330
4	Biological Resources Assessment	\$5,870
5	8 Step Process	\$13,210
6	Phase I ESA	\$7,300
7	NEPA Environmental Review in HEROS	\$19,500
8	NEPA Project Management and Coordination	<u>\$6,440</u>
TOTAL		\$58,250

EXECUTION OF AUGMENT

This quote is good for 30 days from the date of this letter. This Augment 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 continuing our work with you on this project. If you have any questions concerning this Augment, please call Nikki Falvey or me at (619) 462-1515.

Sincerely,



Andrea S. Bitterling
Planning Division Manager

I hereby authorize HELIX to continue work in accordance with this Augment and the attached Terms and Conditions and Schedule of Fees.

CITY OF LAKE ELSINORE

A ____ corporation, OR a ____ limited liability company, OR a ____ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Augment processing, please provide the following information for this contract:

<u>Project Manager</u>	<u>Accounts Payable</u>
Name: _____	Name: _____
Address: (if different from p.1) _____ _____	Address: (if different from p.1) _____ _____
Phone: _____	Phone: _____
Email: _____	Fax: _____
	Email: _____
	Riley Senior Apartments

For retainer payment, please remit to Stephanie Johnston, Controller:

Address: HELIX Environmental Planning, Inc.
ATTN: Controller
7578 El Cajon Boulevard
La Mesa, CA 91942
Email/Phone: StephanieJ@helixepi.com | (619) 462-1515

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.

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 standard rates. Overtime also may be charged at one and one-half times our standard 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 (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$290-310
Principal Planner	\$240-300
Principal Regulatory Specialist	\$240-300
Principal Biologist	\$235-300
Principal Acoustician	\$215-225
Principal Landscape Architect	\$190-210
Principal Cultural Resources Specialist	\$200-220
Safety Manager	\$215-225
Senior Noise/Air Quality Specialist	\$195-230
Senior Project Manager I-III	\$165-230
Senior Env Planner	\$150-170
Senior Scientist	\$160-210
Senior Regulatory Specialist	\$160-170
Project Manager I-III	\$135-185
Assistant Project Manager	\$100-145
Regulatory Specialist	\$110-160
Environmental Compliance Specialist	\$190-210
Environmental Planner I-III	\$105-135
Biologist I-V	\$100-170
Noise/Air Quality Specialist	\$135-155
Environmental Compliance Specialist	\$85-125
Senior Archaeologist	\$125-170
Senior Architectural Historian	\$165-175
Senior Archaeology Field Director	\$135-145
Archaeology Field Director	\$125-135
Asst. Archaeology Field Director	\$95-115
Architectural Historian	\$120-155
Staff Archaeologist	\$90-135
Principal Landscape Architect	\$160-230
Project Landscape Architect	\$130-160
Landscape Planner I-III	\$110-120
Landscape Designer	\$105-110
Senior GIS Specialist	\$160-190
GIS Specialist I-III	\$115-150
Graphics	\$115-125
Technical Editor	\$110-125
Operations Manager	\$100-140
Word Processor I-III	\$90-100
Clerical	\$75-85

Rates are subject to change on a yearly basis