

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT TECHNICAL STUDIES AND INITIAL STUDY AND ENVIRONMENTAL IMPACT REPORT (EIR) FOR CIP 24-08 EVANS PARK NORTH PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **HELIX ENVIRONMENTAL PLANNING, INC.**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **November 15, 2023** and shall end on **June 30, 2026** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Ninety Seven Thousand Six Hundred Fifty Dollars and Zero Cents (\$297,650.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 INTENTIONALLY OMITTED.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be

required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

#### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

#### 4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to

be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right

to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

#### 4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **TECHNICAL STUDIES AND INITIAL STUDY AND ENVIRONMENTAL IMPACT REPORT (EIR) FOR CIP 24-08 EVANS PARK NORTH PROJECT.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively,

“Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become

entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other

similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under

this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Andrea Bitterling** ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Nancy Rodriguez, Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

HELIX ENVIRONMENTAL PLANNING, INC  
Attn: Andrea Bitterling  
7578 EL CAJON BOULEVARD  
LA MESA, CA 91942

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Nancy Rodriguez, Management Analyst

with a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.
---

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Rebekah Kramer, Acting City Manager

\_\_\_\_\_  
Andrea Bitterling, Southern California  
Planning Division Manager

Attest:

\_\_\_\_\_  
Sarah A. Manwaring, City Clerk

\_\_\_\_\_  
Michael Schwerin, CEO

Approved as to Form:

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **TECHNICAL STUDIES AND INITIAL STUDY OR ENVIRONMENTAL IMPACT REPORT (EIR) FOR CIP 24-08 EVANS PARK NORTH PROJECT** services in the amount not to exceed **Two Hundred Ninety Seven Thousand Six Hundred Fifty Dollars and Zero Cents (\$297,650.00)** as further detailed in the following page(s).

HELIX Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
619.462.1515 tel  
619.462.0552 fax  
[www.helixepi.com](http://www.helixepi.com)



September 6, 2023

Ms. Maritsa Ramirez, Contract/Purchasing Technician  
City of Menifee  
29995 Evans Road  
Menifee, CA 92586  
Email: [mr Ramirez@cityofmenifee.us](mailto:mr Ramirez@cityofmenifee.us)

**Subject: Letter Proposal to Provide CEQA Consulting Services for the CIP 24-08 Evans Park North Project**

Dear Ms. Ramirez:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal to the City of Menifee (Client; City) to provide California Environmental Quality Act (CEQA) consulting services for the CIP 24-08 Evans Park North Project (Project) located in the City. We understand this work would be performed per the City's standard contract and Year 4 rates identified in HELIX's response to RFQ 2022-01 (*Exhibit A*).

#### **PROJECT UNDERSTANDING**

HELIX is excited to see the 12.88-acre Evans Park North Project moving forward. In reviewing the Request for Proposal (RFP) for this Project, HELIX noted that the prior conceptual plan analyzed in the adopted Initial Study/Mitigated Negative Declaration (IS/MND) is still the current plan proposed for the site. This conceptual plan assumes an active community park with a gym, sports courts, restrooms, multi-purpose playing fields, a playground, splash pad, and aquatic center. Much of the park would also be left in an unprogrammed and more natural condition, for people to relax and enjoy nature at a quieter pace.

Our team has a unique understanding of the Project given our previous experience on the site and adjacent property. Our work started with preparation of a Biological Resources Due Diligence Report for the Project site and the bike pump track located to the south. HELIX also led the IS/MND for the combined 20-acre Evans Park project, which addressed the bike pump truck to the south at a project level of analysis and the conceptual plan for this Evans Park North Project at a program level of analysis. As part of that IS/MND process, the HELIX team prepared several technical reports, including cultural resources, air quality and greenhouse gas (GHG) emissions, noise, paleontological resources, preliminary hydrology and water quality, and traffic.

In response to this RFP, HELIX and our subconsultant partners on the prior project assessed the existing technical reports, IS/MND, and Mitigation Monitoring and Reporting Program (MMRP) to determine what studies and documentation would be needed to analyze the Evans Park North Project at a project

level of detail. Through this initial assessment, it is our opinion that no changes to the cultural resources, paleontological resources, hydrology, or traffic reports would be required to support the Project CEQA analysis. However, we do recommend preparing focused studies related to biological resources, air quality and GHG, and noise. HELIX proposes to perform these technical studies, an Initial Study, and either the IS/MND or the Environmental Impact Report (EIR) option requested in the RFP entirely in-house. No subconsultants are expected to be required.

- City of Solana Beach La Colonia Skate Park Air Quality and Noise Technical Reports
- City of La Mesa Waite Drive New Public Park IS/MND

## SCOPE OF SERVICES

HELIX will complete the following technical studies and Initial Study (Task 1) and prepare either an IS/MND (Task 2) or EIR (Task 3) to support the Project.

### TASK 1 TECHNICAL STUDIES AND INITIAL STUDY

HELIX will prepare the following technical studies to support a project-level analysis of the Project. After receipt of City comments on the draft technical analyses (assumed to be minor), HELIX will provide a final electronic version of each technical analysis. Should additional drafts of any of the technical analyses be requested, an amendment to this scope of work would be required. The cultural resources survey, paleontological resource assessment, preliminary hydrology and water quality assessments, and traffic analysis previously prepared for the prior project are expected to be adequate to support the CEQA document prepared pursuant to Task 2 (IS/MND) or Task 3 (EIR), and no new reports for these topics are assumed to be required. Civil, geotechnical, photometric studies, and utility assessments to support park planning and design, including a water supply analysis, are not included within this scope of work.

Once technical studies are complete, HELIX will prepare an Initial Study Checklist to determine whether to proceed to Task 2 or Task 3.

#### Task 1.1 Air Quality and Greenhouse Gas Emissions

HELIX will prepare an air quality and GHG technical report analyzing construction and operational period criteria pollutant and GHG emissions for the project in accordance with the requirements of CEQA. HELIX will coordinate with the City to obtain the project description and drawings; data relative to project phasing; construction methods and timing; export and import of soils and materials (if applicable); anticipated energy and water use; project design features that will reduce energy use and GHG emissions; and other data relative to air quality and GHG emissions. HELIX will estimate the emissions of criteria pollutants and GHGs using CalEEMod and City-provided details.

HELIX will analyze the proposed project's air quality impacts, addressing the issues described in the State CEQA Guidelines Appendix G and in accordance with significance criteria established by the SCAQMD. Exposure of sensitive receptors to criteria pollutants generated on the project site will be analyzed using the SCAQMD Local Significance Thresholds (LST) lookup table methodology. It is expected that the proposed project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot;" therefore, no dispersion modeling is included in this scope of work for LST or CO analysis. If dispersion modeling is required for local impact analysis, a contract amendment will be required.

A qualitative evaluation of potential health risks and objectionable odors will be conducted in accordance with the recommendations found in the CARB's Air Quality and Land Use Handbook: A Community Health Perspective. Additionally, the analysis will include a determination of project conformity with the Air Quality Management Plan. If potential significant impacts are identified, HELIX will recommend appropriate mitigation measures.



HELIX will analyze potential GHG emission impacts, describing the methodology used to estimate GHG emission impacts and assessing potential impacts and identifying mitigation measures, as appropriate and necessary. Significance will be assessed based on the SCAQMD-approved interim threshold of 3,000 metric tons of GHG emissions per year for development projects. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, including the Western Riverside Council of Governments Subregional Climate Action Plan.

HELIX will provide the results of the air quality and GHG analyses in a technical report. The report will include descriptions of existing air quality and applicable regulations and policies; the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines; and mitigation measures, if applicable.

### **Task 1.2 Biological Resources**

Updated surveys, to include vegetation mapping and a jurisdictional delineation, are recommended to determine which program-level mitigation measures from the adopted IS/MND are applicable to the northern phase of the Evans Park Project. Focused surveys for the Project site, including rare plant, least Bell's vireo, burrowing owl, and fairy shrimp, are required as part of the adopted IS/MND MMRP.

#### **Task 1.2.1 Literature Review, Database Search, and Field Preparation**

HELIX will review existing biological documents (to be provided by the City), conduct an in-house database search for sensitive species known to occur within the Project site, and prepare field maps.

#### **Task 1.2.2 Vegetation Mapping and General Biological Survey**

HELIX will conduct a single site visit to map vegetation, perform a habitat assessment for listed and highly sensitive species, and identify significant biological resources that may occur on site. HELIX will evaluate whether the habitat within the proposed Project site would fall under the potential jurisdiction of the U.S. Army Corps of Engineers (USACE) and/or the CDFW. A detailed jurisdictional delineation will be conducted as part of Task 1.2.3 below. Focused surveys for sensitive species are addressed in Tasks 1.2.4 through 1.2.8.

Upon completion of the fieldwork, HELIX will prepare a vegetation map. This vegetation mapping and the jurisdictional delineation performed in Task 1.2.3 below may be used early in the process to help inform more detailed site planning for the park uses. The results of the general biological survey, including existing conditions of the site, potential survey requirements, potential permitting/mitigation requirements, opportunities for mitigation, and an assessment of regulatory requirements will be included in the General Biological Resources Assessment (GBRA)/Multiple Species Habitat Conservation Plan (MSHCP) Consistency Report described in Task 1.2.9 below.

#### **Task 1.2.3 Jurisdictional Delineation**

HELIX will conduct a jurisdictional delineation on site pursuant to current USACE and CDFW guidelines. The federal delineation will be conducted in accordance with the Arid West Supplement to the 1987 Wetlands Delineation Manual, which reflects the methods currently accepted by the USACE.



Jurisdictional wetland boundaries within the study area will be determined based on the three parameters of vegetation, hydrology, and soil. Non-wetland Waters of the U.S. will be mapped based on a representative sample of the affected drainages on the site. State jurisdictional boundaries will be based on areas of wetland vegetation or periodic surface flows. The delineation will help determine the need for Project permits, including a federal Clean Water Act Section 404 Permit, a California Fish and Game Code Section 1602 Streambed Alteration Agreement, and a State Water Resources Control Board Section 401 Water Quality Certification. The complete survey results and mapping will be included in the GBRA/MSHCP Consistency Report described in Task 1.2.9 below.

**Task 1.2.4 Rare Plant Surveys**

There are several sensitive plants with the potential to occur on site, such as smooth tarplant (*Centromadia pungens* ssp. *laevis*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), and long-spined spineflower (*Chorizanthe polygonoides* var. *longispina*). To survey the site properly, HELIX recommends conducting two rare plant surveys, one in the early spring (April) and the other in mid to late June 2024. The survey results will be included in the GBRA/MSHCP Consistency Report described in Task 1.2.9 below.

**Task 1.2.5 Least Bell's Vireo Surveys**

HELIX will conduct surveys for the federally and state listed endangered least Bell's vireo (*Vireo bellii pusillus*) within potentially suitable habitat on site. The surveys will follow the most current U.S. Fish and Wildlife Service (USFWS) protocol, which requires eight surveys at least 10 days apart, between April 10 and July 31. As required by the USFWS protocol for conducting vireo surveys, HELIX will submit a final report to the USFWS and CDFW within 45 days after completing the final survey. Survey results data will also be provided to the U.S. Geological Survey Riparian Bird Working Group. The complete survey results will be included in the GBRA/MSHCP Consistency Report in Task 1.2.9 below.

**Task 1.2.6 Burrowing Owl Surveys**

HELIX will conduct presence/absence surveys for the burrowing owl (*Athene cunicularia*). Surveys will be conducted according to the March 29, 2006 Burrowing Owl Survey Instructions for the Western Riverside MSHCP Area and will consist of a habitat assessment, a burrow survey, and a focused owl survey. The focused survey, consisting of four site visits, will be conducted during the breeding season (March 1 through August 31) and will be documented in a letter report discussing the survey methods, transect width, duration, conditions, and results. Appropriate maps showing burrow locations will be included. In addition, a preconstruction survey is required no more than 30 days prior to ground disturbance. The pre-construction survey is not included in this task. A contract augment would be required if HELIX is to conduct the preconstruction survey. The complete survey results will be included in the GBRA/MSHCP Consistency Report in Task 1.2.9 below.

If burrowing owl is detected during the surveys, active burrows will need to be avoided. This task does not include passive or active relocation of burrowing owls; if relocation is required, additional authorization would be needed for coordination with CDFW, USFWS, the Riverside Conservation Authority, and the City.



**Task 1.2.7 Wet Season Fairy Shrimp Surveys**

HELIX will conduct USFWS protocol wet season sampling for fairy shrimp during the 2023/2024 rainy season, expected to start as early as November 2023 and end as late as June 2024. Wet season protocol requires that inundated basins be surveyed every week, with the first survey beginning 1 week after the basins hold 3 centimeters (cm) of water 24 hours after a rain event. Surveys will continue weekly until they are no longer inundated, they have experienced 120 days of continuous inundation, or until it has been confirmed that listed fairy shrimp (e.g., the federally listed Riverside [*Streptocephalus woottoni*] fairy shrimp) are present in the basin. If the basins dry and then refill in the same rainy season, sampling will be reinitiated within 8 days of refilling every time they meet the 3 cm of standing water criterion and will continue as described above. The number of surveys will depend on the amount and timing of rainfall, as well as survey results. HELIX will also prepare all samples (also referred to as a lots) to be archived at the Natural History Museum of Los Angeles County following archival guidelines.

HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the first survey and submit a written report to the USFWS within 90 days of completing the final survey. For cost purposes, HELIX has assumed no more than 20 ponded features, one pond check, and up to 20 sampling visits. Additional basins or visits would require additional authorization. Additional assumptions include no more than 30 lots (a single lot equates to a single sampling visit where shrimp are brought back per basin). A single basin may have multiple lots if shrimp are found during multiple survey visits and the Natural History Museum of Los Angeles County waives their accession fee (\$22/lot otherwise).

**Task 1.2.8 Dry Season Fairy Shrimp Surveys**

HELIX will conduct one USFWS protocol-level dry season sampling after the wet season surveys. A HELIX biologist authorized by the USFWS to conduct dry sampling surveys will conduct the sampling and analysis, which is estimated to occur around July 2024. The scope of work will include collection and laboratory analysis of soil samples from each basin. The results of the sampling and analysis will be provided in a report, which will include a map prepared pursuant to USFWS requirements. HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the fieldwork and submit a written report to the USFWS within 90 days of completing the fieldwork. For cost purposes, HELIX has assumed a total of 20 ponded features, including 14 in the 0.005 – 0.005 acre-size range (10 samples/basin) and 6 in the 0.005 – 0.05 acre-size range (25 samples/basin). Additionally, this task assumes that soil collection can occur in a single day and that the Natural History Museum of Los Angeles County waives their accession fee (\$22/lot otherwise).

**Task 1.2.9 General Biological Resources Assessment & MSHCP Consistency Report**

HELIX will prepare a biological resources technical report to support MSHCP consistency determination and CEQA review for the Project. This report will describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur on the site, identify regulatory issues and constraints related to the resources on the site, calculate Project impacts (including fire clearing), and recommend potential mitigation measures. This task assumes the City will provide data that includes the extent of grading (including remedial) and brush management for the Project. This task does not include field surveys or additional reporting such as Habitat Evaluation and Acquisition Negotiation Strategy or Determination of Biologically Equivalent or Superior Preservation that may be required for compliance with the MSHCP. This task assumes analysis of only one version of



the Project site plan is analyzed. Major or multiple revisions to the conceptual plan layout or limits of ground disturbance would require additional authorization.

### **Task 1.3 Noise Report**

HELIX will prepare a noise impact analysis in accordance with City standards. HELIX will perform a field inspection of the site to document and photograph surrounding land uses and measure the current ambient noise conditions on the site. HELIX will identify applicable laws, ordinances, and regulations that pertain to the generation of noise. The analysis will be organized according to topics listed in Appendix G, Section XII, Noise, of the CEQA Guidelines, facilitating the input of the information into the CEQA compliance document prepared in Task 2 or Task 3.

As part of the analysis, HELIX will evaluate noise levels generated by the Project. Traffic noise impacts will be assessed based on the traffic analysis prepared by Urban Crossroads for the adopted IS/MND. Recreational noise sources to be analyzed include human and dog noise from park uses, organized sporting events, and sports courts (e.g., tennis, pickleball). The appropriate noise model will be used to analyze future noise conditions and may include the Computer Aided Noise Analysis (CadnaA) or the Traffic Noise Model (TNM) version 2.5. A qualitative discussion of parking lot usage and human verbal interaction will be provided. The results of the analysis will be summarized in a noise impact analysis technical letter report.

If needed, recommendations for noise mitigation will be provided for construction to reduce impacts at nearby noise-sensitive land uses. If additional design assistance for noise attenuation operational noise sources is required, an augment would be needed.

### **Task 1.4 Initial Study Checklist**

Using information developed in the prior tasks and other readily available information, including previously prepared technical studies applicable to the Project site, HELIX will prepare an Initial Study (IS) Checklist in compliance with CEQA, the State CEQA Guidelines, and the City's Environmental Review Guidelines. The Draft IS Checklist will include a description of the Project, an issue-by-issue area checklist analysis consistent with the thresholds of Appendix G of the State CEQA Guidelines, and supporting figures. The IS Checklist will include detailed discussions of environmental resource or issue areas that may be significantly affected by the Project, as well as measures to mitigate those impacts to less than significant levels, as applicable. Up to two versions of the IS Checklist will be provided to the City in digital format.

It should be noted that although the City's RFP requested either an IS/MND or an EIR be prepared, the Initial Study could determine that consistent with CEQA Guidelines Section 15164, an Addendum to the prior MND is the appropriate CEQA document. If the Initial Study determines that an Addendum is the appropriate CEQA document, a brief summary of findings related to CEQA Guidelines Section 15164 would be added to the Initial Study and no public review of the Addendum or additional environmental documentation would be required. If an Addendum were prepared as part of Task 1, HELIX would file the Notice of Determination (NOD) with the County Clerk and submit to the State Clearinghouse within the scope, schedule, and budget provided for Task 1. The City would pay any filing fees as they are not included within the Task 1 estimate. If the Addendum option were selected, neither Task 2 nor Task 3 would be undertaken, and the CEQA scope of work would conclude with Task 1.

Based on our knowledge of the Project, it is anticipated that the IS Checklist will provide information to support conclusions that the Project would not result in significant environmental impacts that cannot be mitigated to below a level of significance, in which case we would proceed with an Addendum as described above or an IS/MND per Task 2 below. Should any potentially significant impacts remain after mitigation, it is assumed the City would instead proceed with an EIR per Task 3.

#### **Task 1.5 Task 1 Project Management and Meetings**

HELIX will provide Project management and coordination of the technical studies (Task 1). This includes progress reporting, schedule creation and management, and regular communications with the City, including phone calls and emails. Project management also includes quality assurance review by the Project Manager and Principal technical specialists. As part of Task 1, HELIX will lead a Project virtual kick-off meeting with the City and key HELIX staff. This scope of work assumes up to four additional virtual meetings (e.g., conference calls, Teams, Zoom) with the City, HELIX Project Manager, and technical specialists to discuss technical study approach and/or City comments on draft technical studies.

This assumes Task 1 will be approximately 14 months in duration. Combined Project management and meetings during those 14 months is estimated to require 48 hours of Project Manager, 10 hours of Environmental Planner, 20 hours of Senior Scientist, and 20 hours of Principal Biologist time with the Project team, City, and other applicable agencies. If the City requests additional services that cause HELIX to exceed the time allocated for this task, additional authorization would be required.

#### **TASK 2 IS/MND**

Task 2 includes preparation of a Public Review Draft IS/MND, a Final IS/MND, and MMRP, as well as Project management, coordination, and meetings to support the IS/MND. It is expected the IS/MND will tier from the approved IS/MND and provide a project-level analysis of the Evans Park North Project. The IS/MND subtasks are described below.

##### **Task 2.1 Public Review Draft IS/MND**

Assuming the IS Checklist prepared in Task 1.4 above shows that the Project would not result in significant environmental impacts that cannot be mitigated to below a level of significance, HELIX will produce an electronic copy of a Draft IS/MND, Notice of Intent (NOI) and the Notice of Completion (NOC)/Environmental Document Transmittal Form for City review. Upon incorporation of appropriate revisions, HELIX will produce a Public Review Draft IS/MND for the City's use and distribution.

If requested by the City, HELIX will submit the NOI and Environmental Document Transmittal Form to the State Clearinghouse and the County Clerk. The City will arrange for publication of the NOI in a local newspaper. This scope also assumes that the City will directly mail copies of the NOI to owners and occupants of contiguous properties to the Project site, as needed. The \$50 County Clerk fee is included in our cost estimate as a reimbursable expense. No other fees or expenses are assumed as part of this task.



**Task 2.2 Final IS/MND and MMRP**

In consultation with the City, HELIX will respond to substantive comments received on the content of the Draft IS/MND during public review of the document. An introduction, responses, revisions to the Draft IS/MND (as needed), and an MMRP will be incorporated into the final document. HELIX will submit an Administrative Draft version of the Final IS/MND and revise once per City comments (assumed not to be substantive or alter the analyses). HELIX will provide a Final IS/MND electronically. HELIX will also prepare the NOD. This scope of work assumes the HELIX will file the NOD with the County Clerk and submit to the State Clearinghouse. This effort is anticipated to require a maximum of 100 hours of professional staff time. Reimbursable expenses associated with Clerk filing, including CDFW filing fees, are included within the cost estimate. No document reproduction expenses are included.

**Task 2.3 IS/MND Project Management and Meetings/Hearings**

Project management will consist of coordination with the Project team. Communications will take the form of telephone conversations and email. Other management responsibilities will include quality assurance review, tracking budgets, and reviewing schedule progress. For cost-estimating purposes, it is assumed that Project management and meetings time will average four hours per month of the HELIX PM's time over a maximum 6-month Task 2 schedule. Our scope of work also assumes Project Manager attendance at up to two public hearings regarding the Project, at up to eight hours per hearing (including preparation and attendance). This scope of work does not include the preparation of presentations, staff reports, or meeting graphics for meetings or hearings.

**TASK 3 EIR**

**Task 3.1 EIR Scoping**

HELIX will prepare a Notice of Preparation (NOP) for the EIR consistent with the CEQA Guidelines. The NOP will invite responsible agencies, trustee agencies, other interested parties, and members of the public to provide their comments regarding the scope and content of the EIR.

The NOP will be provided electronically. HELIX will revise the NOP one time based on minor comments received from City staff. Once the NOP is approved by the City for public review, the IS Checklist completed in Task 1.4 will be attached to the NOP to identify which environmental issues have the potential for a significant and unmitigated impacts to be addressed in detail in the EIR. It is assumed that City staff will be responsible for mailings and publication of the NOP in the local newspaper. HELIX has assumed filing the NOP electronically with the State Clearinghouse and the County Clerk and included a \$50 reimbursable filing fee in our cost estimate.

Following the close of the 30-day public review period, HELIX will review the NOP comment letters and organize them for inclusion as an appendix of the EIR. The comments in the NOP will be addressed within the EIR, as directed by City staff. If any of the issues raised are beyond the scope of work described in this Agreement, HELIX will discuss with City how best to proceed and if necessary, a contract augment will be prepared. This scope of work assumes the City will coordinate, prepare for, and lead a Project Scoping Meeting. The HELIX Project Manager will attend the Project Scoping Meeting.



### **Task 3.2 Focused Administrative Draft EIR**

HELIX will prepare a focused Administrative Draft EIR in accordance with CEQA and the procedures for implementation of CEQA set forth in the State CEQA Guidelines. It is assumed this focused EIR will tier from the approved IS/MND, as appropriate, and address up to two environmental issue areas. Should the need to analyze additional environmental issue areas be identified, a contract augment will be prepared. The Administrative EIR will be submitted to City for review in electronic format. The EIR will include the following key elements: Executive Summary; Introduction; Project Description; Environmental Setting; Environmental Impact Analysis; Other CEQA-Mandated Sections; and Alternatives. An internal quality assurance review will be conducted prior to submittal of the EIR to the City.

Executive Summary. HELIX will prepare an Executive Summary of the findings of the EIR, including all elements required in CEQA Guidelines Section 15123. The Executive Summary will provide a convenient overview of the Draft EIR. It will include a brief narrative describing the proposed Project, a tabular summary of the potential significant Project-level and cumulative environmental impacts, and the mitigation measures available to reduce or avoid those impacts. The Executive Summary will also include a description of Project alternatives and qualitative comparison of the impacts of each alternative with those of the proposed Project. Lastly, the Executive Summary will identify any known areas of controversy.

Introduction. The Introduction will describe the purpose, scope, and legislative authority for the EIR. It will describe the environmental review process. It will also include an overview of the format and content of the EIR.

Project Description. The Project Description will include a discussion of the Project's location; purpose and need; primary features, proposed phases, including background of the Project and technical, economic, and environmental characteristics; general aspects of Project construction and operation; and improvements proposed as part of the Project that would reduce or eliminate potential environmental impacts. This section will also provide the Project objectives, which will be developed in consultation with City staff. Accompanying the Project Description will be a list of responsible and trustee agencies and necessary discretionary actions, including permits, characterized by jurisdiction.

Environmental Setting. The Environmental Setting will briefly describe physical conditions as they exist in the Project vicinity, with emphasis on conditions important to the analysis of impacts, especially any which are considered rare or unique to the region. This section will also include applicable setting information from the Menifee General Plan Vision 2030 EIR (2013) and other available sources. The environmental setting will also provide the scope of the cumulative analysis relative to approved and planned projects in the Project vicinity. It is assumed that HELIX will obtain the relevant information about the cumulative projects from City staff.

Environmental Impact Analysis. In accordance with Sections 15128 and 15143 of the State CEQA Guidelines, this chapter will contain a discussion of up to two possible environmental issue areas (e.g., biological resources, noise) that were identified through the scoping process. Each environmental issue area in the Draft EIR will be discussed separately and include the following: Introduction; Existing Conditions; Regulatory Framework; Project Impacts (including Methodology, Thresholds of Significance, Impact Analysis, and Mitigation Measures); and Cumulative Impacts. At



this time given our review of existing Project information and prior technical studies, we have not identified which, if any, environmental issue areas may be of concern to the community or result in potentially significant and unmitigated impacts. It is assumed that most environmental issue areas will be described briefly in the EIR in a section titled “Effects Found Not to be Significant in the Initial Study,” with only up to two issue areas analyzed in detail in this section.

*Other CEQA-Mandated Sections*

Effects Found Not to be Significant. The discussion of effects found not to be significant will include a brief explanation indicating the reasons that various possible effects of Project implementation were determined not to be significant, and were therefore not discussed in detail in the EIR. The contents of this section will be determined based on the Initial Study/NOP.

Growth Inducement. HELIX will address the Project’s potential direct and indirect growth-inducing effects, as required by Section 15126.2(d) of the State CEQA Guidelines. The discussion of growth inducement will be based on the potential of the Project to induce, either directly or indirectly, economic or population growth resulting in the need for construction of additional housing or infrastructure beyond that proposed within the Project site that could adversely affect the surrounding environment.

Unavoidable Adverse Impacts and Significant Irreversible Environmental Changes Resulting from Project Implementation. In accordance with Section 15126.2(b) and (c) of the State CEQA Guidelines, this section will discuss those significant impacts that cannot be avoided and the significant irreversible changes that would result from implementation of the Project.

Alternatives. This scope assumes the EIR will analyze the CEQA-required “no project” alternative and up to two additional Project alternatives. The Project alternatives are required to reduce at least one significant impact of the Project and should therefore be determined once the anticipated nature and extent of the environmental impacts of the Project are known. HELIX anticipates working with the City to agree upon the appropriate alternatives to be addressed in the EIR. This section will describe each alternative, its ability to meet the identified Project objectives, and the associated environmental impacts. As appropriate, alternatives considered but rejected will be discussed to fully inform the public and decision-makers of the process that went into development of the proposed Project, and the reasons that certain alternatives that may have been preferred by others were not carried forward.

References. The EIR will include lists of sourced references, organizations and persons consulted, and EIR preparers.

**Task 3.3 Public Review Draft EIR**

Upon receipt of City comments on the Administrative Draft EIR, HELIX will prepare an electronic version of a Pre-Print Public Review Draft for the City to authorize finalizing a Public Review Draft EIR. It is assumed that only minor formatting changes would be needed between the Pre-Print and Public Review drafts, and no substantive comments related to the technical analysis for any issue area would remain. This scope assumes that HELIX will prepare the NOC and Notice of Availability, file the notice with the County Clerk, and upload the documents to the State Clearinghouse. A \$50 reimbursable fee has been



included in our cost estimate to cover the County Clerk filing fee. The City would photocopy and distribute the Draft EIR, as needed, and arrange for publication of notices in the local newspaper.

**Task 3.4 Final EIR**

HELIX will prepare and submit electronic versions of a Screencheck Final and Final EIR. The Final EIR will include a list of persons, organizations, and public agencies that commented on the Draft EIR, responses to comments on the Draft EIR, and any changes or additions of relevant information to the Draft EIR. HELIX will coordinate with City staff to respond to comments received on the content of the Draft EIR during public review of the document. For this Project, we have assumed no more than 40 individual comments will require responses. The preparation of responses to up to 40 comments excludes those where no response is required, comments on park design and components not related to the environmental impact analysis, or comments that are duplicative. The responses will be appended to the final document. If necessary, based on the comments received, corresponding revisions will be made to the body of the EIR in strikeout/underline format. It is assumed that revisions, if any, would be minor and would not require additional data collection, re-analysis of any environmental issue, or revisions to any technical reports.

This scope assumes that the City will be responsible for any photocopying and distribution of the Final EIR to decision-makers and commenting parties. HELIX will prepare the NOD. HELIX will upload final documents to the State Clearinghouse and file the NOD with the County Clerk. Reimbursable expenses associated with Clerk filing, including CDFW filing fees, are included within the cost estimate. No document reproduction expenses are included.

**Task 3.5 Findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations**

HELIX will prepare draft Findings of Fact pursuant to the requirements of Section 15091(a) of the State CEQA Guidelines. The findings will include those environmental effects of the Project that will be mitigated by measures incorporated into the Project; those impacts that are within the jurisdiction of another agency; and those impacts that, for legal, social, technological, or other considerations, make infeasible the mitigation measures or Project alternatives. HELIX will rely on City staff input for discussion of environmental infeasibility of a mitigation measure or Project alternative. If significant unmitigated impacts are identified, HELIX will prepare the Statement of Overriding Considerations, pursuant to Section 15093 of the State CEQA Guidelines.

The MMRP will identify each mitigation measure, the monitoring effort, the time frames for implementing the mitigation and verifying that the mitigation has been implemented, and the person/agency responsible for carrying out the mitigation and verification.

The draft Findings, Statement of Overriding Considerations, and MMRP will be submitted electronically to the City for review and revised once based on City comments. The MMRP will be included in a separate chapter in the Final EIR.

**Task 3.6 EIR Project Management and Meetings/Hearings**

Management tasks will include conducting general City communications by phone and email, monitoring the budget, enforcing administrative record-keeping procedures, and keeping the Project schedule on



track. For cost estimating purposes, it is assumed that the EIR task will require up to six hours per month of Project Manager coordination time over an approximately 9-month period for a total of 54 professional staff hours. Our scope of work also assumes Project Manager attendance at up to two public hearings regarding the Project, at up to eight hours per hearing (including preparation and attendance). This scope of work does not include the preparation of presentations, staff reports, or meeting graphics for meetings or hearings.

### COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate, which is provided below in a breakdown by task. Task 1 Technical Studies and Initial Study would total **\$186,794**. Task 1 plus Task 2 IS/MND (\$43,535) would total **\$230,329**. Task 1 plus Task 3 EIR (\$110,856) would total **\$297,650**. All work shall be invoiced on a time-and-materials basis pursuant to the Year 4 Hourly Rate Schedule submitted as Attachment A to HELIX's response to the City's RFQ 2022-01 (*Exhibit A*). Detailed costs spreadsheets, including labor hours by hourly rate and reimbursable costs, for each Task are provided as Exhibits B-1 through B-3.

Task	Task Name	Cost
<b>1</b>	<b>Technical Studies and Initial Study</b>	
1.1	Air Quality/Greenhouse Gas Emissions	\$10,540
1.2.1	Biological Resources Literature Review	\$1,520
1.2.2	Vegetation Mapping and General Biological Survey	\$3,408
1.2.3	Jurisdictional Delineation	\$6,543
1.2.4	Rare Plant Surveys	\$5,905
1.2.5	Least Bell's Vireo Surveys	\$16,213
1.2.6	Burrowing Owl Surveys	\$11,481
1.2.7	Wet Season Fairy Shrimp Surveys	\$38,114
1.2.8	Dry Season Fairy Shrimp Surveys	\$19,513
1.2.9	GBRA/MSHCP Consistency Report	\$18,800
1.3	Noise Report	\$11,127
1.4	Initial Study Checklist	\$20,460
1.5	Task 1 Project Management and Meetings	\$23,170
	<b>Task 1 Subtotal</b>	<b>\$186,794</b>
<b>2</b>	<b>IS/MND</b>	
2.1	Draft IS/MND	\$8,385
2.2	Final IS/MND and MMRP	\$23,143
2.3	IS/MND Project Management and Meetings/Hearings	\$12,007
	<b>Task 2 Subtotal</b>	<b>\$43,535</b>
<b>3</b>	<b>EIR</b>	
3.1	EIR Scoping	\$6,927
3.2	Administrative Draft EIR	\$31,461
3.3	Pre-Print + Public Review Draft EIR	\$14,691
3.4	Final EIR	\$30,300
3.5	Findings, MMRP, and Statement of Overriding Considerations	\$7,090
3.6	EIR Project Management and Meetings/Hearings	\$20,387
	<b>Task 3 Subtotal</b>	<b>\$110,856</b>
	<b>TOTAL TASK 1 + TASK 2 (IS/MND)</b>	<b>\$230,329</b>
	<b>TOTAL TASK 1 + TASK 3 (EIR)</b>	<b>\$297,650</b>



**SCHEDULE**

Due to the abundance of sensitive biological resources on site and protocol survey requirements that affect survey and report preparation timing, the schedule below is largely driven by biological resources tasks 1.2.1 through 1.2.9. Although initial vegetation mapping and wetland delineations could occur within the first two months of project initiation, the specific timing requirements for other biological resources surveys extend the technical studies schedule in Task 1 to an approximately 12-month timeframe. Because we do not recommend finalizing other technical studies and the Initial Study until the biological resources tasks have been completed, Task 1, including City review times, is expected to take approximately 14 months to complete. Task 2, IS/MND could be completed in approximately 6 months (20 months total duration), and Task 3, EIR could be completed within approximately 9 months (23 months total duration). Below provides an initial schedule estimate for each Task:

Milestone	Schedule
Project Notice to Proceed/Task Order Approval	Week 1
<b>Task 1: Technical Studies</b>	
First Draft Technical Studies and IS	Week 52
<i>City Review</i>	Week 56
Final Technical Studies and IS	Week 60
<i>Decision to Pursue Task 2 or 3</i>	Week 60
<b>Task 2: IS/MND</b>	
Administrative Draft IS/MND	Week 62
<i>City Review</i>	Week 66
Pre-Print Public Review Draft IS/MND	Week 68
<i>City Review</i>	Week 69
Public Review Draft IS/MND	Week 70
30-day Public Review Period	Weeks 70-74
Administrative Draft Final IS/MND	Week 78
<i>City Review</i>	Week 80
Final IS/MND	Week 82
IS/MND Hearings	Weeks 84-86
<b>Task 3: EIR</b>	
Draft Project Scoping IS/NOP	Week 62
<i>City Review</i>	Week 64
Final IS/NOP 30-day review period	Weeks 64-68
Administrative Draft EIR	Week 70
<i>City Review</i>	Week 74
Pre-Print Public Review Draft EIR	Week 78
<i>City Review</i>	Week 80
Public Review Draft EIR	Week 82
45-day Public Review Period	Weeks 83-90
Screencheck RTCs/Final EIR	Week 94
<i>City Review</i>	Week 96
Final EIR, Findings, MMRP	Week 98
EIR Hearings	Weeks 100-102



## ASSUMPTIONS AND LIMITATIONS

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

- 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.
- HELIX will not prepare visual simulations or photometric studies to support the Project or CEQA document.
- Costs associated with additional public meetings, surveys not specifically described above, and/or permit preparation and processing (“additional work”) are not included within the scope of services required of HELIX.
- This scope of work does not include coordination with the Western Riverside County Regional Conservation Authority (RCA). Additional authorization would be required for coordination with the RCA.
- Once preparation of the 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 issues will be required.
- Client will identify all potential off-site components associated with the Project prior to HELIX conducting the site assessment.
- HELIX is committed to meeting accessibility requirements for the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act for public-facing digital document deliverables. Information presented from third-party sources (e.g., CalEEMod outputs) and documents prepared using the strike-out underline feature, a standard for annotation of final CEQA documents, may not achieve the full level of accessibility.
- Client is responsible for ensuring that any 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 ADA, Section 508 of the Rehabilitation Act, and any similar requirements.

## CLOSING

We appreciate the opportunity to provide this Proposal. If you have any questions concerning this Proposal, please call Yara Fisher, AICP or me at (619) 462-1515.

Sincerely,



Andrea S. Bitterling  
Planning Division Manager

Enclosures: Exhibit A, City of Menifee RFQ-2022-01 Hourly Rate Schedule  
Exhibit B1-B3, Detailed Cost Spreadsheets



**HELIX**  
Environmental Planning

## Exhibits B1-B3

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Detailed Cost Spreadsheets

EXHIBIT B-1: TASK 1: TECHNICAL STUDIES AND INITIAL STUDY  
HELIX Environmental Planning, Inc.

HELIX LABOR	Staff	Rate	Task 1.1		Task 1.2.1		Task 1.2.2		Task 1.2.3		Task 1.2.4		Task 1.2.5		Task 1.2.6		Task 1.2.7		Task 1.2.8		Task 1.2.9		Task 1.3		Task 1.4		Task 1.5		TOTAL			
			AQ/GHG		Literature Review, Database Search, and Field Preparation		Vegetation Mapping and General Biological Survey		Jurisdictional Delineation		Rare Plant Survey		LBVI Surveys		BUOW		Wet Season FS Surveys		Dry Season FS Surveys		GBRAMSHCP Consistency		Noise Report		Initial Study		Task 1 PM & Meetings		Hours	Cost	Hours	Cost
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost						
Principal Planner/Project Manager	Fisher	\$265	4	\$1,060	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$1,060	4	\$1,060	18	\$4,770	48	\$12,720	78	\$20,670		
Principal Planner	McCall	\$265	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	6	\$1,590	-	\$0	6	\$1,590	-	\$0	6	\$1,590		
Envir Project Manager/Sr. Noise Specialist	Runyan	\$175	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	10	\$1,750	-	\$0	-	\$0	-	\$0	10	\$1,750		
Sr Noise/AQ Specialist III	Ortiz	\$225	12	\$2,700	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	12	\$2,700		
Air Quality/Noise Specialist	Rolph	\$145	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	44	\$6,380	-	\$0	-	\$0	-	\$0	44	\$6,380		
Environmental Planner II	Books	\$135	40	\$5,400	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	6	\$810	100	\$13,500	10	\$1,350	156	\$21,060				
Principal Biologist	Martinez	\$265	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	8	\$2,120	-	\$0	20	\$5,300	37	\$9,805				
Sr. Scientist	Hogenaue	\$190	-	\$0	8	\$1,520	2	\$380	2	\$380	3	\$570	6	\$1,140	8	\$1,520	6	\$1,140	82	\$15,580	20	\$3,800	-	\$0	-	\$0	20	\$3,800	157	\$29,830		
Sr Biology Project Manager	Lee	\$210	-	\$0	-	\$0	1	\$210	16	\$3,360	-	\$0	-	\$0	-	\$0	6	\$1,260	4	\$840	-	\$0	-	\$0	-	\$0	-	\$0	27	\$5,670		
Biologist V	Goodwin	\$150	-	\$0	-	\$0	10	\$1,500	8	\$1,200	16	\$2,400	76	\$11,400	42	\$6,300	209	\$31,350	11	\$1,650	50	\$7,500	-	\$0	-	\$0	-	\$0	422	\$63,300		
Biologist III	Walsh	\$140	-	\$0	-	\$0	-	\$0	-	\$0	16	\$2,240	-	\$0	-	\$0	-	\$0	14	\$1,960	-	\$0	-	\$0	-	\$0	-	\$0	30	\$4,200		
Biologist II	Tucker	\$125	-	\$0	-	\$0	-	\$0	-	\$0	1	\$125	4	\$500	1	\$125	2	\$250	2	\$250	-	\$0	-	\$0	-	\$0	-	\$0	10	\$1,250		
Technical Editor	L Garcia	\$130	-	\$0	-	\$0	-	\$0	-	\$0	2	\$260	2	\$260	2	\$260	2	\$260	8	\$1,040	-	\$0	-	\$0	-	\$0	-	\$0	16	\$2,080		
Sr. GIS Specialist	Kress	\$185	4	\$740	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$740		
GIS Specialist II	Young	\$165	-	\$0	-	\$0	6	\$990	8	\$1,320	2	\$330	6	\$990	6	\$990	4	\$660	8	\$1,320	2	\$330	-	\$0	-	\$0	-	\$0	48	\$7,920		
Word Processor	Topete	\$100	6	\$600	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$400	6	\$600	-	\$0	-	\$0	16	\$1,600		
Subtotal HELIX Labor			66	\$10,540	8	\$1,520	19	\$3,080	34	\$6,280	36	\$5,665	96	\$14,820	65	\$10,785	232	\$35,515	105	\$19,240	112	\$18,800	70	\$10,730	130	\$20,480	98	\$23,170	1,073	\$180,585		

  

EXPENSES	Task 1.1	Task 1.2.1	Task 1.2.2	Task 1.2.3	Task 1.2.4	Task 1.2.5	Task 1.2.6	Task 1.2.7	Task 1.2.8	Task 1.2.9	Task 1.3	Task 1.4	Task 1.5	TOTAL
Document Reproduction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
supplies and Communications (FS kits, postage/couriers/hosted conference calls)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$150	\$0	\$0	\$0	\$0	\$450
GPS (per day)	\$60	\$0	\$0	\$0	1	\$60	2	\$120	8	\$480	4	\$240	\$0	\$900
Travel (car rentals, meals, hotels, etc)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Newspaper Ad	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aerial Imagery	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Plotting & Color Prints	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Noise Meter	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
Mileage	\$0.655	\$0	\$0	150	\$98	300	\$197	150	\$98	1200	\$786	600	\$393	\$3,969
Records Search	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Expenses	\$0	\$0	\$298	\$257	\$218	\$1,266	\$633	\$2,363	\$248	\$0	\$361	\$0	\$0	\$5,644
HELIX Mark-Up on Expenses	10%	\$0	\$0	\$30	\$26	\$22	\$127	\$63	\$26	\$0	\$36	\$0	\$0	\$565
Total Expenses	\$0	\$0	\$328	\$283	\$240	\$1,393	\$696	\$2,599	\$273	\$0	\$397	\$0	\$0	\$6,209

  

TOTAL	Task 1.1	Task 1.2.1	Task 1.2.2	Task 1.2.3	Task 1.2.4	Task 1.2.5	Task 1.2.6	Task 1.2.7	Task 1.2.8	Task 1.2.9	Task 1.3	Task 1.4	Task 1.5	TOTAL
	\$10,540	\$1,520	\$3,408	\$6,543	\$5,905	\$16,213	\$11,481	\$38,114	\$19,513	\$18,800	\$11,127	\$20,480	\$23,170	\$186,794

EXHIBIT A

**EXHIBIT B-2: Task 2 IS/MND Cost Estimate**  
**HELIX Environmental Planning, Inc.**

				Task 2.1		Task 2.2		Task 2.3		TOTAL	
				Public Review		Final IS/MND		Task 2 PM & Meetings			
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
<b>HELIX LABOR</b>											
<b>Personnel</b>	<b>Staff</b>	<b>Rate</b>									
Principal Planner	Fisher	\$265	8	\$2,120	16	\$4,240	40	\$10,600	64	\$16,960	
Principal Planner	McCall	\$265	2	\$530	4	\$1,060	-	\$0	6	\$1,590	
Sr Noise/AQ Specialist III	Ortiz	\$225	-	\$0	2	\$450	-	\$0	2	\$450	
Air Quality/Noise Specialist	Rolph	\$145	-	\$0	6	\$870	-	\$0	6	\$870	
Environmental Planner II	Bocks	\$135	20	\$2,700	50	\$6,750	8	\$1,080	78	\$10,530	
Principal Biologist	Martinez	\$265	-	\$0	2	\$530	-	\$0	2	\$530	
Sr Biology Project Manager	Lee	\$210	-	\$0	20	\$4,200	-	\$0	20	\$4,200	
Technical Editor	L. Garcia	\$130	2	\$260	4	\$520	-	\$0	6	\$780	
Sr. GIS Specialist	Bohac	\$195	8	\$1,560	-	\$0	-	\$0	8	\$1,560	
Word Processor	Topete	\$100	10	\$1,000	12	\$1,200	-	\$0	22	\$2,200	
Clerical	Palacios	\$80	2	\$160	2	\$160	-	\$0	4	\$320	
<b>Subtotal HELIX Labor</b>				<b>52</b>	<b>\$8,330</b>	<b>118</b>	<b>\$19,980</b>	<b>48</b>	<b>\$11,680</b>	<b>218</b>	<b>\$39,990</b>

		Task 2.1	Task 2.2	Task 2.3	TOTAL
<b>EXPENSES</b>					
Document Reproduction		\$0	\$25	\$100	\$125
Communications and Filing Fees (postage/couriers/hosted conference calls)		\$50	\$2,850	\$0	\$2,900
GPS (per day)	\$60	\$0	\$0	\$0	\$0
Travel (car rentals, meals, hotels, etc)		\$0	\$0	\$0	\$0
Newspaper Ad		\$0	\$0	\$0	\$0
Aerial Imagery		\$0	\$0	\$0	\$0
Plotting & Color Prints		\$0	\$0	\$0	\$0
Noise Meter	\$120	\$0	\$0	\$0	\$0
Mileage	\$0.655	\$0	\$0	300 \$197	\$197
Records Search		\$0	\$0	\$0	\$0
Subtotal Expenses		\$50	\$2,875	\$297	\$3,222
HELIX Mark-Up on Expenses	10%	\$5	\$288	\$30	\$323
<b>Total Expenses</b>		<b>\$55</b>	<b>\$3,163</b>	<b>\$327</b>	<b>\$3,545</b>

<b>TOTAL</b>		<b>\$8,385</b>	<b>\$23,143</b>	<b>\$12,007</b>	<b>\$43,535</b>
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**EXHIBIT A**

**EXHIBIT B-3: Task 3 EIR Cost Estimate**  
**HELIX Environmental Planning, Inc.**

			Task 3.1		Task 3.2		Task 3.3		Task 3.4		Task 3.5		Task 3.6		TOTAL	
HELIX LABOR			EIR Scoping		Administrative Draft EIR		Public Review Draft EIR		Final EIR		Findings, SOC, MMRP		Task 3 PM & Meetings		TOTAL	
Personnel	Staff	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal Planner	Fisher	\$265	16	\$4,240	30	\$7,950	12	\$3,180	24	\$6,360	6	\$1,590	70	\$18,550	158	\$41,870
Principal Planner	McCall	\$265	-	\$0	6	\$1,590	-	\$0	6	\$1,590	4	\$1,060	-	\$0	16	\$4,240
Envir Project Manager/Sr. Noise Specialist	Runyan	\$175	-	\$0	4	\$700	4	\$700	4	\$700	-	\$0	-	\$0	12	\$2,100
Sr Noise/AQ Specialist III	Ortiz	\$225	-	\$0	4	\$900	4	\$900	4	\$900	-	\$0	-	\$0	12	\$2,700
Environmental Planner II	Bocks	\$135	8	\$1,080	130	\$17,550	50	\$6,750	60	\$8,100	28	\$3,780	12	\$1,620	288	\$38,880
Environmental Planner II	Pano	\$135	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
Principal Biologist	Martinez	\$265	-	\$0	-	\$0	-	\$0	4	\$1,060	-	\$0	-	\$0	4	\$1,060
Sr Biology Project Manager	Lee	\$210	-	\$0	-	\$0	-	\$0	20	\$4,200	-	\$0	-	\$0	20	\$4,200
Technical Editor	Garcia	\$130	2	\$260	-	\$0	6	\$780	6	\$780	2	\$260	-	\$0	16	\$2,080
Sr. GIS Specialist	Bohac	\$195	4	\$780	8	\$1,560	6	\$1,170	2	\$390	-	\$0	-	\$0	20	\$3,900
Word Processor	Topete	\$100	4	\$400	12	\$1,200	12	\$1,200	16	\$1,600	4	\$400	-	\$0	48	\$4,800
Subtotal HELIX Labor			34	\$6,760	194	\$31,450	94	\$14,680	146	\$25,680	44	\$7,090	82	\$20,170	594	\$105,830

EXPENSES	Task 3.1	Task 3.2	Task 3.3	Task 3.4	Task 3.5	Task 3.6	TOTAL
Document Reproduction	\$10	\$10	\$10	\$200	\$0	\$0	\$230
Filing Fees, Communications (postage/couriers/hosted conference calls)	\$50	\$0	\$0	\$4,000	\$0	\$0	\$4,050
GPS (per day)	\$60	\$0	\$0	\$0	\$0	\$0	\$60
Travel (car rentals, meals, hotels, etc)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Newspaper Ad	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aerial Imagery	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plotting & Color Prints	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Noise Meter	\$120	\$0	\$0	\$0	\$0	\$0	\$120
Mileage	\$0.655	140	\$92	\$0	\$0	300	\$197
Records Search	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Expenses		\$152	\$10	\$10	\$4,200	\$0	\$4,569
HELIX Mark-Up on Expenses	10%	\$15	\$1	\$1	\$420	\$0	\$457
Total Expenses		\$167	\$11	\$11	\$4,620	\$0	\$5,026

<b>TOTAL</b>	\$6,927	\$31,461	\$14,691	\$30,300	\$7,090	\$20,387	\$110,856
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