HELIX Environmental Planning, Inc.
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Roseville, CA 95661
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619.462.0552 fax
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May 4, 2021

Marin Emergency Radio Authority
Attn: Bruce Bagnoli
300 Tamalpais Drive
Corte Madera, CA 94925

Subject: Letter Proposal to Provide Environmental Consulting Services for the Next Generation Radio System Project

Dear Mr. Bagnoli:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal to Marin Emergency Radio Authority (Client) to provide the requested environmental consulting services for the Next Generation Radio System project. The current Marin Emergency Radio Authority System includes fifteen active communication sites, and the project will upgrade 10 of those sites and add equipment to eight new sites. Of the eight new sites, three are located at existing radio towers and five are greenfield projects. The following scope of services addresses specific mitigation measures for eight of the project locations, as well as contingency tasks for additional biological, cultural, and paleontological issues that could arise during or prior to project implementation.

SCOPE OF SERVICES

Task 1. Dollar Hill – Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 2. Tiburon – Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 3. Stewart Point – Marin Manzanita Delineation

HELIX understands that within one month prior to commencement of construction, a qualified biologist shall flag the Marin manzanita individual within the Study Area to comply with Mitigation Measure BIO-1. The qualified HELIX biologist shall notify the construction foreman as to the location of the special-status plant and identify the type of flagging used to ensure that contact with this species is avoided by construction crews. Just before construction, orange avoidance fencing shall be temporarily erected around the individual manzanita to keep construction equipment and crews away.

Deliverables:

- Email correspondence of completion of work

Task 4. Coyote Peak

Task 4A. Preconstruction American Badger Survey and Monitoring

HELIX understands that a preconstruction American badger survey will be required for the Project in order to comply with Mitigation Measure BIO-6. A qualified HELIX biologist will conduct a preconstruction survey no more than 14 days prior to the initiation of work within 50 feet of the Project site to determine if American badger dens are present. If American badger dens are determined to be present, the HELIX biologist shall monitor them for activity to determine whether the den is active. If the den is determined to be occupied by a female with young, ground disturbance and construction activity shall be avoided within 50 feet of the den until the young have matured and dispersed. If the den is

determined to be active, but a female with young is not present, burrow exclusion using passive measures such as one-way doors or equivalent shall be attempted for a minimum of three days to discourage their use prior to any project-related ground disturbance. If the biologist determines that the dens have become inactive as a result of the exclusion methods, the dens shall be excavated by hand to prevent them from being re-occupied during construction.

Upon completion of the survey and subsequent monitoring activities (if necessary), a brief letter report will be prepared documenting the results. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft letter report (PDF Format)
- Final letter report (PDF Format)

Task 4B. Preconstruction California Red-legged Frog Survey and Monitoring

HELIX understands that a preconstruction CRLF survey will be required for the Project in order to comply with Mitigation Measure BIO-7. Within 48 hours prior to installation of temporary steel grates spanning the top of bank of the ephemeral streams, a qualified HELIX biologist shall survey intermittent streams within the Project Site. If California red-legged frog are observed during the survey, work shall not proceed in that area until the qualified biologist verifies that the frogs have left the area on their own and there is no potential for the proposed work activities to result in injury or mortality (assumed to be no more than one day under this task). In addition, if California red-legged frog are observed in the Project Area during the preconstruction survey, a HELIX biological monitor shall be present for the remainder of ground disturbing activities (assumed to be no more than three days under this task).

Upon completion of the survey and subsequent monitoring activities (if necessary), a brief letter report will be prepared documenting the results. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft letter report (PDF Format)
- Final letter report (PDF Format)

Task 4C. Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-8. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting

birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format for submittal to the City.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 5. Mill Valley Water Tank

Task 5A. Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 5B. Oakland Star-tulip Delineation

HELIX understands that within one month prior to commencement of construction, a qualified biologist shall flag the Oakland star-tulip population within the Study Area to comply with Mitigation Measure BIO-9. The qualified HELIX biologist shall notify the construction foreman as to the location of the special-status plant population and identify the type of flagging used to ensure that this populations is properly avoided by construction crews.

Deliverables:

- Email correspondence of completion of work

Task 6. Mt. Muir Beach – Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to

the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

<u>Task 7. Point Reyes</u>

Task 7A. Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 7B. Focused Survey for Mt. Vision Ceanothus and Western Leatherwood

HELIX understands that a focused survey will be required for the Project in order to comply with Mitigation Measures BIO-3a and BIO-3b from the 1999 Draft EIR. Prior to the project activity, a HELIX biologist will conduct a focused survey to determine if any Mt. Vision ceanothus (*Ceanothus gloriosus* var. *porrectus*) or western leatherwood (*Dirca occidentalis*) shrubs have established themselves since the Initial Study investigations at the Point Reyes Hill site and, if present, whether they will be affected by construction activities. If Mt. Vision ceanothus or western leatherwood shrubs are found within the construction impact area HELIX biologists will flag the individual shrubs at

the time of the survey. Prior to the initiation of work HELIX biologists will meet with the construction contractor on site to direct fence establishment.

Deliverables:

- Draft survey letter report (PDF Format)
- Final survey letter report (PDF Format)

<u>Task 8. Tomales</u>

Task 8A. Nesting Bird Survey

HELIX understands that a nesting bird survey will be required for the Project in order to comply with Mitigation Measure BIO-2. If project activities occur during the nesting season (February 1 through August 31) a qualified HELIX biologist will conduct a nesting bird survey no more than 14 days prior to the initiation of work. The biologist will inspect all trees and other suitable nesting sites within the Project footprint and within 500 feet of the project footprint (where accessible). The location of any active nests found during the survey will be marked with a submeter GPS unit.

Upon completion of the survey, a brief letter report will be prepared documenting the results of the survey. If nests are identified, a no disturbance buffer shall be implemented to avoid impacts to nesting birds. A species-specific buffer zone will be established for any active nests found during the survey and shall range from 25 feet to 500 feet depending on the species and protection status of that species. A draft of the report will be provided to the Client for review. Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft nesting bird letter report (PDF Format)
- Final nesting bird letter report (PDF Format)

Task 8B. Preconstruction American Badger Survey and Monitoring

HELIX understands that a preconstruction American badger survey will be required for the Project in order to comply with Mitigation Measure BIO-3. A qualified HELIX biologist will conduct a preconstruction survey no more than 14 days prior to the initiation of work within 50 feet of the Project site to determine if American badger dens are present. If American badger dens are determined to be present, the HELIX biologist shall monitor them for activity to determine whether the den is active. If the den is determined to be occupied by a female with young, ground disturbance and construction activity shall be avoided within 50 feet of the den until the young have matured and dispersed. If the den is determined to be active, but a female with young is not present, burrow exclusion using passive measures such as one-way doors or equivalent shall be attempted for a minimum of three days to discourage their use prior to any project-related ground disturbance. If the biologist determines that the dens have become inactive as a result of the exclusion methods, the dens shall be excavated by hand to prevent them from being re-occupied during construction.

Upon completion of the survey and subsequent monitoring activities (if necessary), a brief letter report will be prepared documenting the results. A draft of the report will be provided to the Client for review.

Upon incorporation of any Client comments on the draft report, a final letter report will be prepared in PDF format.

Deliverables:

- Draft letter report (PDF Format)
- Final letter report (PDF Format)

Task 8C. Preconstruction Burrowing Owl Survey

HELIX qualified biologists will conduct a single take avoidance survey for burrowing owls no more than 14 days before construction. The survey methodology will follow the standards set forth in the 2012 CDFW Staff Report for survey methodology requirements for a take avoidance survey. Upon completion of the pre-construction take avoidance survey, HELIX will prepare a brief letter report documenting the results of the survey. The report will include the locations of any active burrow locations or owl sightings as well as the prescribed setback buffer distance prescribed in the 2012 staff report which depends on the time of year the survey is conducted and the breeding status of the owls.

If active or potentially active burrows are found on site, consultation with CDFW or the development of an exclusion plan may be required, which will be prepared under a separate scope or on a time and materials basis.

This scope includes time for conducting a single take avoidance survey. This scope does not cover time for conducting a full protocol survey for burrowing owls which involves up to 4 site visits in both the breeding and non-breeding season. If the Client determines that full protocol surveys are warranted, HELIX can prepare a separate scope of work for those additional surveys.

Deliverables:

- Draft letter report (PDF Format)
- Final letter report (PDF Format)

<u>Task 9. Biological Contingency</u>

In the event that additional or unexpected biological resources are identified during project implementation, or concurrent with preconstruction surveys, this task will provide budget to support a HELIX biologist to assess the resource and assist in determining whether it requires further study or additional agency consultation. Services that may be covered under this task include additional site visits or surveys, construction monitoring, agency correspondence, project team meetings, contractor coordination, and reporting. Biological services beyond the identified task budget will be preapproved by the Client and billed on a time and materials basis.

<u>Task 10. Cultural or Paleontological Contingency</u>

HELIX understands that there is the potential for unanticipated cultural or paleontological resources to be discovered during project implementation. Mitigation measures CULT-1 and CULT-2 acknowledge that there is the potential for resources to be discovered at nearly all of the sites, however, the likelihood of this is substantially increased for projects which have more site preparation and grading activities, as in the five greenfield locations. In the even that unexpected cultural or paleontological

resources are identified during implementation activities, this task will provide a scope and budget to support the necessary technical expert to assist the project team in complying with Mitigation measures CULT-1 and CULT-2.

Cultural Contingency

In order to comply with Mitigation Measure CULT-1, if buried cultural or archaeological resources are discovered during construction, work in the vicinity of the find will stop immediately and a 100-foot buffer area will be established to prevent further impacts to the resource. HELIX will provide a Qualified Archaeologist meeting the Secretary of Interior's Professional Standards for Archaeology to assess the find on-site within 72 hours of notification and determine whether it requires further study. This task assumes a site visit, field assessment of the find, and brief summary memo.

If necessary, the HELIX archaeologist will develop additional treatment measures in consultation with relevant agencies concerning appropriate measures that will be implemented to protect the resource, including but not limited to avoidance, evaluation, and/or excavation of the find, consistent with Section 15064.5 of the CEQA Guidelines.

Due to the diversity of archaeological resources that could be encountered within the project area, the specific methods used for evaluation and mitigation will need to be determined on a resource-by-resource basis. Costs for additional agency coordination and the development of additional treatment measures, testing, and evaluation plans beyond the identified task budget will be preapproved by the Client and billed on a time and materials basis.

Paleontological Contingency

HELIX understands that a there is the potential for unanticipated resources to be discovered during project implementation. In order to comply with Mitigation Measure CULT-2, PaleoWest, as a subconsultant to HELIX, is prepared to provide a Qualified Paleontologist to be on-call in the event of an unanticipated discovery. Per MM CULT-2, if suspected paleontological resources are encountered or unique geologic features are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find. A Qualified Paleontologist will mobilize to the project site to assess the find on-site within 72 hours of notification and determine whether it requires further study. This task assumes a site visit, field assessment of the find, and brief summary memo. Once onsite, the qualified paleontologist will have the authority to issue stop work orders and temporarily redirect work away until the find has been assessed for scientific significance.

This scope and cost estimate does not include treatment and recovery efforts for a significant find beyond the identified task budget. Should the discovery be deemed significant, then a Principal Paleontologist will develop appropriate treatment measures in consultation with the lead agency, and as approved by the Client, on a time and materials basis.

SCHEDULE

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

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed $74,800, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

Task No.	Task Name	Cost
1	Dollar Hill – Nesting Bird Survey	$3,100
2	Tiburon – Nesting Bird Survey	$3,100
3	Stewart Point – Marin Manzanita Delineation	$3,600
4A	Coyote Creek – Preconstruction American Badger Survey and Monitoring	$7,900
4B	Coyote Creek – Preconstruction California Red-legged Frog Survey and Monitoring	$7,900
4C	Coyote Creek – Nesting Bird Survey	$3,100
5A	Mill Valley Water Tank – Nesting Bird Survey	$3,100
5B	Mill Valley Water Tank – Oakland Star-tulip Delineation	$3,000
6	Mt. Muir Beach – Nesting Bird Survey	$3,100
7A	Point Reyes – Nesting Bird Survey	$3,100
7B	Point Reyes – Focused Survey for Mt. Vision Ceanothus and Western Leatherwood	$4,100
8A	Tomales – Nesting Bird Survey	$3,100
8B	Tomales – Preconstruction American Badger Survey and Monitoring	$7,900
8C	Tomales – Preconstruction Burrowing Owl Survey	$3,100
9	Biological Contingency	$7,500
10	Cultural or Paleontological Contingency	$8,100
	TOTAL	**$74,800**

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.

- Costs associated with public meetings, biological surveys not specifically described above, and/or permit preparation and processing ("additional work") are not included within the scope of services required of HELIX under this Agreement.

- Client will provide HELIX with site access, including any necessary access codes or gate keys to each of the individual sites.

EXECUTION OF AGREEMENT

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

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

Sincerely,

Patrick Britton
Regional Manager

Enclosures: Exhibit A, Terms and Conditions
Exhibit B, Schedule of Fees

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

MARIN EMERGENCY RADIO AUTHORITY

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

Signed by:_____ Printed:_____

Title:_____ Date:_____

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

Project Manager		**Accounts Payable**	
Name:	_____	Contact/Name:	_____
Address (if different from p.1	_____	Address (if different from p.1	_____
	_____		_____
Phone:	_____	Phone:	_____
Email:	_____	Fax:	_____
		Email:	_____

Next Generation Radio System

Please mail or fax (619-462-0552) to Kanika McDougall, Controller.

If using your own contract format, please attach and return with this Agreement.

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars ($50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars ($1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars ($1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars ($1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars ($2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in- interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

EXHIBIT B
SCHEDULE OF FEES

HELIX Environmental Planning

CONSULTING SERVICES
Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

DIRECT COSTS
Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at $25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

PAYMENT
Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

PROFESSIONAL RATES
Current hourly rates for consulting services:

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

Rates are subject to change on a yearly basis