

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
HELIX ENVIRONMENTAL PLANNING, INC.**

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of March, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and HELIX ENVIRONMENTAL PLANNING, INC., a California corporation, 11 Natoma Street, Suite 155, Folsom, California 95630 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide initial study and associated environmental documents for Use Permit UP 3-21, proposed Transfer Station at 1280 N. Main Street, Fort Bragg, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the legislative body of the City on March 14, 2022 by Resolution No.        authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done

by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently

applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant's total compensation shall not exceed **Forty-one Thousand Five Hundred Dollars (\$41,500.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **August 30, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **November 30, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice 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 of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents,

employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Associate Planner **Heather Gurewitz**. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates **Robert Edgerton**, Principal Planner, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:  
Robert Edgerton  
HELIX Environmental Planning, Inc.  
11 Natoma Street, Suite 155  
Folsom, CA 95630  
Tel: 916-365-8700

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its



employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform

work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: \_\_\_\_\_  
David Spaur  
Its: City Manager

By: \_\_\_\_\_  
Robert Edgerton, AICP, CEP  
Its: Principal Planner

ATTEST:

By: \_\_\_\_\_  
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith F. Collins  
City Attorney

## Scope of Work

### *Project Understanding*

Our project understanding incorporates the project description and operations plan for the 1280 N. Main St. [Conditional] Use Permit as compiled by LACO Associates (December 29, 2021). 1280 N. Main St., LLC (Project Applicant) seeks to secure the entitlements necessary to allow for a direct (truck-to-truck) transfer operation, Beverage Container Recycling Center (buy-back center), recycling self-haul area, and customer service office (Proposed Project) on the approximately 7-acre property located at 1280 N. Main Street, Fort Bragg and identified by Assessor's Parcel Number (APN) 069-231-21 (Site). The site is located adjacent to existing industrial uses within the City of Fort Bragg (City), is currently zoned Inland Light Industrial (IL) under the City of Fort Bragg Inland Land Use and Development Code (ILUDC, 2020), and has a land use designation of Light Industrial (I) under the City of Fort Bragg Inland General Plan (Inland General Plan, 2012). The project site is not located in the designated coastal zone.

The direct transfer operation and associated vehicle parking, equipment maintenance, and inventory storage would occur on the southeastern portion of the site (upper site), which would be restricted to employees of the operation and would not be open to the public. The buy-back center, recycling self-haul area, and a customer service office would be located on the northwestern portion of the site (lower site). Both the upper and lower sites would be accessed via an existing encroachment onto N. Main Street (also known as Highway 1), located at the northwest end of the site, with the existing driveway located along the northeast side of the site serving the direct transfer operation and a new driveway for ingress and egress serving the buy-back center, recycling self-haul area, and customer service office.

The proposed project is proposed to be operational by July 1, 2022 in support of curbside collection activities to be completed under a separate franchise agreement between Redwood Waste Solutions, Inc. (RWS) and the City. Once constructed, the proposed project would be operated by RWS.

Proposed improvements would include the following:

- Resurfacing of the existing developed areas (upper site and driveway) with asphalt, concrete, or other improved surface for traction and reduced maintenance. Improvements to these surfaces would require the removal of overgrown vegetation, including but not limited to bunches of pampas grass on the upper site, and the removal of one 32-inch pine tree adjacent to the existing driveway;
- Installation of a ramp and loading platform, comprised of interlocking blocks with compacted gravel fill, for truck-to-truck transfer. The ramp and loading platform would be approximately 4-feet high to allow for a smooth transition from loading platform to transfer trailer, and would be able to accommodate up to four collection trucks, if needed;
- Establishment of parking and storage areas for employee vehicles, and industry-specific vehicles and equipment, such as collection trucks, maintenance/delivery trucks, forklift, and bins and carts;
- Upgrades to the encroachment to Highway 1, as needed, to accommodate a widened ingress/egress to support full build-out of the Project. Should improvements to the existing encroachment be warranted, an encroachment permit from Caltrans must be obtained;

- Construction of a two-way ingress/egress driveway to serve the buy-back center, customer service office, and recycling self-haul area. This driveway would be separated from the driveway utilized by RWS employees for parking and operation of the direct transfer operation with signage;
- Installation of a buy-back center and customer service office on the lower site and a mechanic shop and portable restroom at the upper site, for employee use only;
- Installation of a new well, if required;
- Installation of perimeter fencing, where needed; and,
- Construction of landscaping buffers and Low Impact Development (LID) features adjacent to the lower and upper site development, as necessary.

Our general approach is to rely on previously collected information, including the following studies prepared for the proposed project:

1. Archaeological Survey Report, prepared by Alta Archaeological Consulting (August 2021);
2. Wetlands and Waters Delineation, prepared by LACO Associates (November 2021);
3. Botanical Scoping Survey, prepared by North Coast Resource Management (December 2021).
4. Transportation Impact Study (in preparation by a third-party consultant); and,
5. Phase 1 Environmental Site Assessment (to be prepared by a third-party consultant).

## *Project Methodology*

### **Task 1: Project Kickoff**

#### ***1.1: Attend Project Kickoff Meeting***

HELIX will staff a virtual project kick-off meeting with the City. Other interested parties, such as the Project Applicant, may also be at attendance. HELIX attendees will include the Project Manager and the Senior Environmental Planner. HELIX will take detailed notes of the kick-off meeting as it pertains to environmental documentation and distribute the same to the project team following the meeting. Key topics of discussion will be the public scoping meeting, project deliverables by other parties (i.e., Transportation Impact Study), and project schedule.

#### **Deliverables**

- Project kick-off meeting notes in memorandum/tabular format.

#### ***1.2: Project Scoping Meeting***

HELIX will attend the project scoping meeting to be conducted by the City and Project Applicant. HELIX assumes the scoping meeting will be in person but may staff virtually depending on public health and safety conditions at the time of the meeting. HELIX assumes no formal role at the meeting other than to collect public comments and assess the level of public scrutiny and/or controversy. Following the public scoping meeting, HELIX will coordinate with the City and Project Applicant to determine the level of CEQA documentation warranted by the proposed project. Documentation beyond the ISMND, outlined in this scope of work, would require additional authorization by the City.

#### Deliverables

- Public scoping meeting notes in memorandum/tabular format.

### Task 2: Perform Field Studies

#### *2.1: Air Quality/Greenhouse Gas Emissions/Energy Assessment*

HELIX will analyze the potential for air quality impacts for the proposed project in accordance with the Mendocino County Air Quality Management District (MCAQMD) regulations. The MCAQMD provides guidance to evaluate plans for new projects that involve installing, altering, or operating equipment that may cause air pollution. An assessment of construction and operation emissions will be conducted using MCAQMD thresholds. HELIX's analysis will qualitatively address exposure of sensitive receptors to toxic air contaminants, conformance to applicable air quality plans, and odors. The results of the air quality analysis will be integrated directly into the CEQA document with supporting data attached as an appendix. No emissions modeling is included in this Scope of Services for project construction, operation, and/or CO hotspot analyses.

HELIX will coordinate with the City to estimate data relative to anticipated energy and water use, project design features that will reduce energy use and GHG emissions, and other data relative to operational GHG emissions for the proposed project. HELIX will calculate GHG emissions for total construction and annual operations of the project using CalEEMod. Significance will be determined by demonstrating consistency with the State's strategy to achieve the goals set forth by Assembly Bill 32, the California Global Warming Solutions Act of 2006. 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. The GHG analysis will identify mitigation measures, if needed, to mitigate potential impacts. The results of the GHG analysis will be integrated directly in the CEQA document with supporting data attached as an appendix.

#### Deliverables

- Air Quality/Greenhouse Gas Emission/Energy Assessment letter report with technical appendices as needed.

#### *2.2: Noise Impact Assessment*

HELIX will conduct a field inspection of the proposed project site (focused on the various locations of the proposed project), document and photograph surrounding developments and land features, and measure the current ambient traffic noise impacting the project site. Modeling will use using the Computer Aided Noise Abatement (CADNA) implementation of the Transportation Noise Model (TNM), version 2.5.

Proposed generator noise impacts will be analyzed for the following conditions: Existing and Existing + Project. If the generator noise levels exceed the Community Standards at proposed outdoor usable area(s), barrier locations and heights to obtain the required exterior use area noise levels will be analyzed. Construction noise and vibration analysis will be provided based on construction planning information supplied by the City. HELIX will prepare a noise model of the proposed project, including project-derived noise sources. The results of the noise impact analysis will be presented in letter report format with supporting data attached as an appendix.

#### Deliverables

- Noise Impact Assessment letter report with appended technical results.

### Task 3: Prepare Initial Study/Mitigated Negative Declaration

#### 3.1: Administrative Draft ISMND

HELIX proposes that an ISMND will be prepared for the proposed project to satisfy CEQA Guideline requirements. Although highly unlikely, if it is determined that potential environmental effects resulting from the project would be significant and unmitigable, or if the City requests a different CEQA document, HELIX would need to modify the Scope of Services (and cost estimate) outlined below.

The Administrative Draft ISMND will include a detailed description of the proposed project, an Initial Study checklist prepared in accordance with Appendix G of the CEQA Guidelines and supporting figures. The Initial Study checklist will analyze the project's potential environmental effects. Unless outlined above, it is assumed that any project-specific technical reports that may be required by the City will be provided to HELIX as necessary. The ISMND impact assessment will include a qualitative impact evaluation for the remaining environmental topic areas indicated in the Initial Study checklist.

#### Deliverables

- Administrative Draft ISMND submitted electronically (Adobe Acrobat PDF™ format).

#### 3.2: Pre-Print Draft ISMND

Following submittal of the Administrative Draft ISMND, the City will be afforded the time needed to review and compile comments for HELIX's consideration. A single set of written comments on the Administrative Draft ISMND is envisioned; we equally assume that no additional modeling or field investigations will be required to rectify City comments. All comments are assumed to be minor in nature. HELIX suggests that the Administrative Draft ISMND not be shared with outside parties as this may constitute release of a public review draft ISMND prematurely.

Following receipt of the single-round of comments on the Administrative Draft ISMND, HELIX will prepare a comment/response matrix to clearly track edits made to the ISMND. The resulting Pre-Print Draft ISMND will be submitted to the City along with the comment/response matrix. HELIX assumes that the City will approve the Pre-Print Draft ISMND without further revision.

#### Deliverables

- Pre-Print Draft ISMND and comment/response matrix submitted electronically (Adobe Acrobat PDF™ format).

#### 3.3: Public Review Draft ISMND

HELIX will produce an electronic version of the Public Review Draft ISMND for the proposed project for City distribution via the State Clearinghouse. In addition, HELIX will produce up to five hardcopies of the Public Review Draft ISMND for the City's use. A reproducible original of the Public Review Draft ISMND and a digital copy in Microsoft Word® (.doc or .docx) and/or Adobe Acrobat® (.pdf) formats also will be provided to the City.



HELIX will prepare a Notice of Intent to Adopt the ISMND for the project for review and approval by the City. The City shall be responsible for distribution of the Public Review Draft ISMND (including the required copies to the State Clearinghouse), filing the Notice of Intent with the Mendocino County Clerk, publishing a public notice in a local newspaper as needed, and notifying surrounding property owners of the availability of the Public Review Draft ISMND, as warranted.

#### Deliverables

- Public Review Draft ISMND (submitted electronically in Adobe Acrobat PDF™ format and five hardcopies); Notice of Intent to Adopt the ISMND.

### ***3.4: Response to Comments / Final ISMND***

In consultation with the City, HELIX will respond to comments received on the content of the Public Review Draft ISMND during public review of the document. HELIX has budgeted 16 hours of professional time to respond to comments on the contents and conclusions; it is further assumed that the technical analyses will not require revision. The responses to comments and revisions to the Public Review Draft ISMND (as needed) will be incorporated into an errata document and/or Final ISMND per the City's preference. HELIX will also prepare a draft and final MMRP for the project.

HELIX will prepare the Notice of Determination (NOD) for the project for review and approval by City. HELIX will file the NOD at the Mendocino County Clerk within five business days after approval of the project and adoption of the Final ISMND. The City shall be responsible for filing the NOD with the State Clearinghouse as the CEQA Lead Agency. The City shall bear the cost of Mendocino County Clerk and California Department of Fish and Wildlife filing fees for the project.

#### Deliverables

- Response to Comments; MMRP; NOD; Final ISMND (or errata document, as preferred).

### ***3.5: Meetings / Project Management***

HELIX will provide project management services as the project undergoes environmental processing. Management tasks consist of formal and informal coordination with the project team, City staff, and interested parties (i.e., project applicant). Coordination will take the form of telephone conversations, face-to-face discussions, and email. Other management responsibilities will include interface with City staff on project description information, tracking project budget, and reviewing schedule progress. If preparation and approval of the environmental document takes longer than four months to complete, additional management time at additional cost may be required.

HELIX has budgeted a total of 16 hours for meeting support. If additional meeting time is requested, a budget augment would be required.

#### Deliverables

- N/A

### ***Assumptions***

The following list of assumptions are a key component of our proposed scope of services.

- Based upon the results of the public scoping meeting, HELIX will advise the City as to the proper level of CEQA documentation needed (currently assumed to be an ISMND). If warranted and necessary, preparation of an Environmental Impact Report (EIR) by HELIX would require additional authorization by the City.
- HELIX assumes that Caltrans’ role in regards to the proposed project will be as a trustee agency under CEQA; the City and/or project applicant may need to seek an encroachment permit from this agency. Caltrans oversight and/or review of internal CEQA documentation under this scope of services is not envisioned.
- Technical studies deemed necessary towards completion of this scope of services that have not been expressly identified will be provided by the City. This includes the previously mentioned Transportation Impact Study and Phase 1 Environmental Site Assessment.

## Schedule

HELIX understands that timing is of the essence for successful completion of CEQA documentation for the proposed project. Assuming we receive notice to proceed by March 7, 2022, HELIX believes that the proposed project could be included on the agenda for the City Planning Commission hearing in July 2022. A conceptual schedule is outlined below:

Task	Duration	Date
HELIX receives Notice to Proceed/Project kick-off meeting	--	3/7/2022
HELIX undertakes field studies (Tasks 2.1-2.2)	4 weeks	4/7/2022
HELIX prepares Administrative Draft ISMND	2 weeks	4/21/2022
City review of Administrative Draft ISMND	2 weeks	5/7/2022
HELIX prepares comment/response matrix and Pre-Print ISMND	1 week	5/15/2022
City review/approval of Pre-Print ISMND	1 week	5/21/2022
HELIX prepare Public Review Draft ISMND; City distributes	1 week	5/30/2022
30-Day Public comment period closes	4 weeks	6/30/2022
HELIX assists City with response to public comments (Final ISMND or errata document); HELIX prepares Mitigation Monitoring and Reporting Program	1 week	7/7/2022
HELIX supports City staff at Public Hearing	--	July 2022

## Quality Assurance/Quality Control Procedures

HELIX has an excellent reputation for delivery of top-quality work products on time and within estimated budgets. To ensure the high quality of both our analytical and documentation processes, HELIX has developed a Quality Assurance/Quality Control (QA/QC) program, which is applied to all deliverables. The fundamental objectives of HELIX’s QA/QC Program are to ensure not only that the work product fulfills a task’s scope of services, but also that the specific needs of the client are both fully defined and met. HELIX ensures a thorough review for each major deliverable prior to submittal. Technical sections of the environmental document and technical studies are reviewed by the project team’s senior staff member associated with the topic for technical accuracy and completeness. Technical sections and studies are also reviewed by the Project Manager for accuracy in addressing the specifics of the project,

meeting City’s expectations, and compliance with the scope of work. In addition, documents will be reviewed by HELIX’s technical editor/production manager as part of the document production phase. This is our across-the-board commitment to quality control.

To help accomplish accounting-related assurance, HELIX uses Deltek VantagePoint™ software to manage project budgets. As an accounting package utilized by many planning and engineering firms, Deltek VantagePoint™ provides real-time, on-demand reporting of time and expenses allocated to a project for any timespan by project, phase, task, or employee. HELIX’s project managers regularly review project budgets, invoices and all project charges to ensure accurate billing and real-time budget tracking.

### Cost Estimate

HELIX’s cost estimate to perform the service list in this proposal shall not to exceed \$41,500, which is provided below in a breakdown by task. Payment terms are net 30 days pursuant to our standard terms and conditions identified in Exhibit A, Terms and Conditions. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1.1	Kickoff Meeting	\$1,500
1.2	Public Scoping Meeting	\$3,250
2.1	Air Quality/Greenhouse Gas Emissions/Energy	\$6,500
2.2	Noise Impact Assessment	\$6,500
3.1	Administrative Draft ISMND	\$13,500
3.2	Pre-print Draft ISMND	\$2,000
3.3	Public Review Draft ISMND	\$2,000
3.4	Response to Comments/Final ISMND	\$3,125
3.5	<u>Meetings/Project Management</u>	<u>\$3,125</u>
	<b>TOTAL</b>	<b>\$41,500</b>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services
INSURED: Helix Environmental Planning, Inc.
CONTACT NAME: Stephanie Zuniga
PHONE: (858) 888-7819
FAX: (858) 888-7820
E-MAIL ADDRESS: szuniga@wateridge.com
INSURER(S) AFFORDING COVERAGE: Everest Indemnity Insurance Co, Everest Denali Ins. Co, CompWest Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liab, and Ded: \$10k Per Claim.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess Liability policy follows the General Liability, Contractors Pollution Liability, Professional Liability, Auto Liability & Employers Liability. 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

Professional Liability Retroactive Date 10/01/1991

Cyber Liability: \$5,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services		NAMED INSURED Helix Environmental Planning, Inc. 7578 El Cajon Blvd., Suite 200 La Mesa, CA 91942	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
Policy#: W2E429210101  
Policy Period: 04/01/2021 to 04/01/2022

The City of Fort Bragg, its officers, officials, employees, and volunteers are named Additional Insured's with respects to General Liability per attached. Coverage is Primary and Non-Contributory. Worker's Compensation Waiver of Subrogation applies.

RE: Insured's operations performed under written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE FORM

**SCHEDULE**

**Designated Person or Organization:** Blanket where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and we will not seek contribution from any other insurance available to the person or organization designated in the Schedule above which you have agreed to insure under this Policy provided that:

- (1) Such person or organization is an insured under this Policy; and
- (2) An "insured contract" requires this insurance to be primary.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Liability and Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1 Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Solely with respect to coverage provided under Coverages **A, B, and C, Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Liability and Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1 Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.