

Acorn Environmental

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #9449

THIS FIRST AMENDMENT to that Agreement for Services #9449 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Acorn Environmental, a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5170 Golden Foothill Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide environmental planning services for the La Canada Drive and Gateway Drive Pedestrian/Bicycle Improvements Project #36109016 (hereinafter referred to as "Project") for its Department of Transportation, pursuant to Agreement for Services #9449, dated May 13, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, In September 2025, CONSULTANT and COUNTY were informed of the acquisition of SUBCONSULTANT Bargas Environmental Consulting, LLC by Helix Environmental Planning, Inc. (Helix);

WHEREAS, An Area of Potential Effects (APE) Map was completed in accordance with Task 3 of Exhibit A in August 2025, which was used to complete biological and cultural surveys. After completion of the surveys, the COUNTY revised the APE, to include an area not previously surveyed. The COUNTY is requesting the CONSULTANT conduct a biological field survey to examine the expanded APE and produce a revised Natural Environmental Study (NES) Report if required. The COUNTY is also requesting the CONSULTANT conduct an intensive-level pedestrian survey of the proposed approximately four hundred forty-seven (447) foot-long by fifty-five (55) foot-wide expanded APE and produce an additional Archeological Survey Report (ASR) and Historic Property Survey Report (HPSR);

WHEREAS, the parties hereto desire to amend the Agreement to update **Exhibit A, Scope of Work**, adding an additional biological field survey and a revised NES Report (Task 4.1), and an additional ASR and HPSR report for the expanded APE (Task 6.1);

WHEREAS, the parties hereto desire to amend the Agreement to increase the CONSULTANT's fixed fee amount to \$11,373.76, and increase the not-to-exceed compensation amount of the Agreement to \$152,787.70, amending **ARTICLE V, Allowable Costs and Payments**, and replacing **Exhibit B, Cost Proposal** with **Exhibit B-1, Amended Cost Proposal**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #9449 on the following terms and conditions:

I. The following Tasks are added to **Exhibit A, Scope of Work**.

Task 4.1: Revision to the Natural Environmental Study Report

CONSULTANT shall conduct a biological field survey to examine the expanded APE. If new aquatic resources are within the APE, CONSULTANT shall revise the NES Report including an updated habitat/waters map and associated Geographic Information System (GIS) data.

Deliverables:

- One (1) Draft Revised NES Report (electronic format)
- One (1) Final Revised NES Report (electronic format)

Schedule:

- The Draft Revised NES Report shall be submitted to the COUNTY within six (6) weeks of approval of the modified scope of work.
- A Final Revised NES Report shall be submitted within one (1) week of receipt of COUNTY comments.

Task 6.1: Additional Archeological Survey Report (ASR) and Historic Property Survey Report (HPSR)

A subconsultant archaeologist shall conduct an intensive-level pedestrian survey of the proposed approximately four hundred forty-seven (447) foot-long by fifty-five (55) foot-wide expanded APE. Fieldwork shall assess the area for precontact and historic-age (i.e., fifty [50] years old or older) archaeological sites and historic-age built features. Areas with visible ground surface shall be systematically inspected, while paved areas and those with limited visibility shall be surveyed using standard pedestrian methods. One (1) newly identified cultural resource shall be mapped and documented with sufficient detail to support preparation of a California Department of Parks and Recreation (DPR) five hundred twenty-three (523) site record. Updated APE and Survey Coverage maps shall be prepared and incorporated into the Project ASR.

Deliverables:

- One (1) Draft HPSR, including ASR (electronic format)
- One (1) Final HPSR, including ASR (electronic format)

Schedule:

- The Draft HPSR (including ASR) shall be submitted to the COUNTY within six (6) weeks of approval of the modified scope of work.
 - A Final HPSR (including ASR) shall be submitted within two (2) weeks of receipt of COUNTY comments.
- II. Exhibit B marked “Cost Proposal,” is replaced in its entirety with Exhibit B-1, marked “Amended Cost Proposal,” attached hereto and incorporated herein by reference. All references to Exhibit B throughout the Agreement are substituted with Exhibit B-1.
- III. **Article V, Allowable Costs and Payments**, of the Agreement is amended in its entirety to read as follows:

Article V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’s Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY’s approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “1” of this Article shall not be exceeded, unless authorized by Agreement amendment.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT’s agreement to the extension of the one (1) year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$11,373.76, as amended. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Progress Reports, COUNTY shall have the right to delay payment or terminate this Agreement.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase and Other Capital Expenditures. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Shanann Findley
Senior Administrative Analyst
dotengineering@edcgov.us

or to such other location as COUNTY directs.

- I. The total amount payable by COUNTY for all work of subconsultants, and all costs, taxes, or expenses resulting from this Agreement shall not exceed \$152,787.70, as amended.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

Except as herein amended, all other parts and sections of Agreement for Services #9449 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #9449 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- ACORN ENVIRONMENTAL --

By: *Ryan Sawyer*
Ryan Sawyer (Jan 29, 2026 12:07:56 PST)

Dated: 01/29/2026

Ryan Lee Sawyer
President and Chief Executive Officer
"CONSULTANT"

By: *Jennifer Wade*
Jennifer Wade (Jan 29, 2026 12:33:24 PST)

Dated: 01/29/2026

Jennifer Wade
Chief Financial Officer

Acorn Environmental
Exhibit B-1
Amended Cost Proposal

Task	Description	Cost
Task 1	Project Management, Meetings, and Coordination	\$19,614.00
Task 2	Preliminary Environmental Study Review	\$10,365.00
Task 3	Area of Potential Effects Map	\$1,205.00
Task 4	Natural Environmental Study Report	\$2,204.00
Task 4.1	Revised Natural Environmental Study Report	\$2,044.73
Task 5	Wetland Study	\$1,672.00
Task 6	Archeological Survey Report and Historic Property Survey Report	\$2,409.00
Task 7a	CEQA Documentation	\$41,446.00
Task 7b	NEPA Documentation	\$12,941.00
Task 8	Optional-Initial Site Assessment	\$12,174.00
	CONSULTANT Subtotal:	\$106,074.73
	CONSULTANT - Other Direct Costs, including mileage and record searches	\$2,000.00
	CONSULTANT TOTAL	\$108,074.73

Subconsultant: Helix Environmental Planning, Inc.
(Bargas Environmental Consulting, LLC)

Task	Description	Cost
Task 3	Area of Potential Effects Map	\$3,035.85
Task 4	Natural Environmental Study Report	\$14,054.00
Task 5	Wetland Study	\$9,800.00
Task 6	Archeological Survey Report and Historic Property Survey Report	\$14,816.00
Task 6.1	Additional Archeological Survey Report and Historic Property Survey Report	\$1,459.97
	Subconsultant: Other Direct Costs, including mileage and record searches.	\$1,547.15
	SUBCONSULTANT TOTAL	\$44,712.97

TOTAL COST ESTIMATE: \$152,787.70

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed in Exhibit B-1 among the various Scope of Work tasks, optional work assignments, mileage, and other direct costs, and subconsultants' tasks, subject to COUNTY Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.