

Ascent Environmental, Inc.

SIXTH AMENDMENT TO AGREEMENT FOR SERVICES #236-S1710

THIS SIXTH AMENDMENT to that Agreement for Services #236-S1710 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 Ascent Environmental, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 455 Capitol Mall, Suite 300, Sacramento, California 95814 (hereinafter referred to as "Consultant").

R E C I T A L S

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department by providing as-needed planning and environmental services for specific plan projects, development projects, and environmental planning services pursuant to Agreement for Services #236-S1710, dated October 6, 2016, First Amendment to Agreement for Services #236-S1710, dated April 25, 2017, Second Amendment to Agreement for Services #236-S1710, dated September 24, 2019, Third Amendment to Agreement for Services #236-S1710, dated June 30, 2020, Fourth Amendment to Agreement for Services #236-S1710, dated December 7, 2021, and Fifth Amendment to Agreement for Services #236-S1710, dated April 4, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$600,000, for a total not-to-exceed amount of \$2,200,000, and revise the rates for services rendered, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-2**;

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 Sixth Amendment to Agreement for Services #236-S1710 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the period beginning October 6, 2016, the effective date of the Agreement, and continuing through the day before the effective date of the Second Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed on the Rate Schedule may be adjusted to a maximum of five percent (5%) increase per year which shall require written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective. Any rate increases authorized by County's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

For the period beginning September 24, 2019, the effective date of the Second Amendment, and continuing through the day before the effective date of the Fourth Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning December 7, 2021, the effective date of the Fourth Amendment to the Agreement and continuing through the day before the effective date of this Sixth Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this Sixth Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with Amended Exhibit B-2, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by the Contract Administrator or designee. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and the Contract Administrator or designee has determined that the reasons are valid.

For the period beginning October 6, 2016, the effective date of the Agreement, and continuing through the day before the effective date of the Second Amendment, the billing rates for other direct costs including special reproductions, delivery

charges, postage, parking, and other outside services authorized herein, for services rendered, shall be in accordance with Exhibit B. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the period beginning September 24, 2019, the effective date of the Second Amendment, and continuing through the day before the effective date of the Fourth Amendment to the Agreement, the billing rates for other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, for services rendered, shall be in accordance with Amended Exhibit B. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the period beginning December 7, 2021, the effective date of the Fourth Amendment to the Agreement and continuing through the day before the effective date of this Sixth Amendment to the Agreement, the billing rates for other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, for services rendered, shall be in accordance with Amended Exhibit B-1. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the period beginning on the effective date of this Sixth Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates for other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, for services rendered, shall be in accordance with Amended Exhibit B-2. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement, as amended, shall not exceed \$2,200,000, inclusive of all expenses, costs, taxes, Work Orders and amended Work Orders, and all work of subconsultants, if any are authorized. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one

(1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician

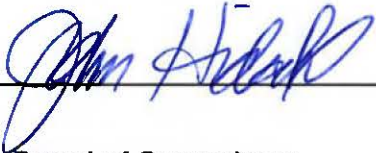
or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #236-S1710 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Agreement for Services #236-S1710 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 2/27/24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 2/27/24

--ASCENT ENVIRONMENTAL, INC.--

By: Pat Angell
Pat Angell (Jan 9, 2024 10:28 PST)

Dated: 1 8 2024

Patrick Angell
Principal
"Consultant"

Ascent Environmental, Inc.

Amended Exhibit B-2

Amended Rate Schedule

Labor Classification	Billing Rate
Principal	\$250 - \$390
Environmental Planning	
Senior Environmental Planner	\$180 - \$290
Environmental Planner	\$135 - \$195
Environmental Services Intern	\$80 - \$90
Natural Resources	
Senior Natural Resources Planner	\$225 - \$320
Senior Biologist/Regulatory-Permitting Specialist	\$180 - \$250
Natural Resources Planner	\$130 - \$240
Biologist/Regulatory-Permitting Specialist	\$130 - \$180
Cultural Resources	
Director of Cultural Resources Services	\$190 - \$260
Architectural Historian	\$140 - \$230
Archaeological Specialist	\$130 - \$200
Air Quality/Greenhouse Gas/Noise Analysis	
Director of Air Quality/Greenhouse Gas/Noise Services	\$250 - \$355
Senior Air Quality/Greenhouse Gas/Noise Services Analyst	\$160 - \$295
Air Quality/Greenhouse Gas/Noise Services Analyst	\$140 - \$205
Design and Planning Services	
Director of Planning	\$225 - \$355
Senior Designer	\$170 - \$280
Senior Planner	\$170 - \$230
Designer	\$135 - \$205
Planner	\$135 - \$195
GIS	
Senior GIS Specialist	\$140 - \$240
GIS Specialist	\$120 - \$190
Graphics/Production	
Director of Graphics/Production	\$150 - \$285
Graphics/Production Specialist	\$120 - \$160

Administration/Finance	
Project Accountant	\$130 - \$195
Contract Specialist	\$125 - \$160
Direct Costs	Rates
Reproduction: 8½" by 11"	\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter	\$5/square foot
Reproduction: CDs	\$10/disc
Automobile Mileage	In accordance with Article III
Noise Meter	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
GPS Unit	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
Lodging and/or Per Diem	In accordance with Article III
Other Direct Costs	As incurred
Subcontractors	As incurred*

*A project-support management cost of ten (10) percent will be applied to subcontractor costs.

Lump-Sum Price. Work is authorized based on a lump sum price. Monthly invoices will be issued based on the percentage of progress toward completion of the work.

Price Allocation to Tasks or Staff. If the proposed cost presentation allocates funding to specific tasks or staff, Ascent may reallocate budget during the course of work, as long as the total contract price is not exceeded.