

ORIGINAL

Ascent Environmental Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #236-S1710

THIS SECOND AMENDMENT to that Agreement for Services #236-S170 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");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department by providing on-call planning services for specific plan projects pursuant to Agreement for Services #236-S1710, dated October 6, 2016, and First Amendment to Agreement for Services #236-S1710, dated April 25, 2017, both incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the term of the Agreement for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$100,000, and to include a new fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's notice recipients, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator, amending **ARTICLE XXX, Contract Administrator**;

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 Second Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement are substituted with Planning and Building Department.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on October 5, 2022.

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

For services provided herein, including any deliverables that may be identified herein, 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 purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Second Amendment to the Agreement, 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 with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or any subconsultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant or by any subconsultants authorized under this Agreement.

Other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Second Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, for services rendered. 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 with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, the billing rates shall be in accordance with

Amended Exhibit B, for services rendered. 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 \$400,000, inclusive of all expenses, costs, 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 number on their faces. 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. 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.: Cindy Johnson
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, 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.

IV. ARTICLE XVI, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Rommel Pabalinas
Planning Manager

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, California 95814

Attn: Gary D. Jakobs
President


or to such other location as Consultant directs.

- V. ARTICLE XXX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

Contract Administrator: The County Officer or employee with responsibility for administering the Agreement is Rommel Pabalinas, Planning Manager, Planning and Building Department, or successor.

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

Requesting Contract Administrator Concurrence:

By:  _____
Rommel Pabalinas
Planning Manager
Planning and Building Department

Dated: 9/24/19

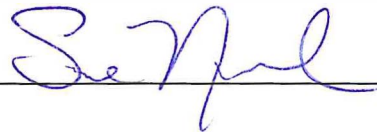
Requesting Department Concurrence:

By:  _____
Tiffany Schmid, Director
Planning and Building Department

Dated: 09/27/19

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


-- COUNTY OF EL DORADO --

By: 

Dated: 9/24/2019


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

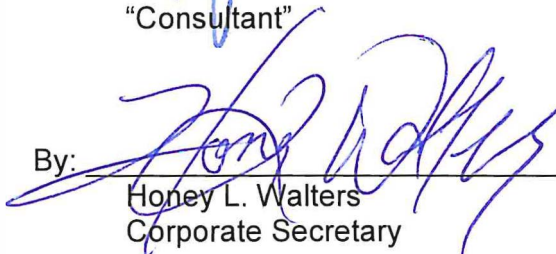
By: 
Deputy Clerk

Dated: 9/24/2019

-- ASCENT ENVIRONMENTAL, INC. --

By: 
Gary D. Jakobs
President
"Consultant"

Dated: 9/19/2019

By: 
Honey L. Walters
Corporate Secretary

Dated: 9/19/2019

Ascent Environmental, Inc.

Amended Exhibit B

Amended Rate Schedule

Labor Classification	Billing Rate *
Principal, Director	\$210 to \$265
Senior Environmental Manager, Senior Planner/Scientist/Biologist	\$160 to \$200
Environmental Manager, Project Planner/Scientist/Biologist	\$130 to \$175
Staff Planner, Environmental Planner Staff Scientist/Staff Biologist	\$105 to \$150
Graphics/GIS	\$90 to \$125
Document Production/Word Processor/Administrative Assistant	\$90 to \$110
Project Assistant	\$70 to \$95
Direct Costs	Rates*
Reproduction: 8 ½" by 11" black & white	\$0.08/page
Reproduction: 8 ½" by 11" color	\$0.45/page
Reproduction: CDs	\$10/disc
Mileage**	See Below
GPS Unit	½ day/\$100, Full day/\$150 (no overnight) Multiple day/\$200 (24-hour), Week/\$500
Noise meter	½ day/\$100, Full day/\$150 (no overnight) Multiple day/\$200 (24-hour), Week/\$500
Other direct costs	Cost plus 10%

*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.

**Reimbursement of mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for the Consultant or any subconsultant.