

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ES ENGINEERING SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

THIS AMENDMENT NO. 6 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ES Engineering Services, LLC, a Delaware limited liability company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, County entered into a Professional Services Agreement with GC Environmental, Inc. on April 19, 2012 (hereinafter referred to as "Agreement" or "April 19, 2012 Agreement") to provide on-call landfill monitoring services (Request for Qualifications (RFQ) #10249) (hereinafter, "services") through March 21, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on February 18, 2014 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to extend the term for one (1) additional year through March 21, 2015 and to revise Exhibit B – Federal Provisions with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 11, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 21, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 3, 2015 (hereinafter, "Amendment No. 3") to increase the amount by \$100,000 which resulted in a not to exceed amount of \$200,000 with no extension to the term of said Agreement; and

WHEREAS, on December 29, 2015, GC Environmental, Inc. and its Shareholders and CONTRACTOR and Montrose Environmental Group, Inc. (CONTRACTOR's Parent) entered into an "Asset Purchase Agreement" which transferred GC Environmental, Inc.'s right, title and interest in the April 19, 2012 Agreement between GC Environmental, Inc. and County to CONTRACTOR; and

WHEREAS, on December 31, 2015, GC Environmental, Inc. executed a "Bill of Sale and Assignment" and an "Assignment and Assumption Agreement" transferring certain of its assets and properties related to or used in connection with the Business pursuant to that certain "Asset Purchase Agreement" dated as of December 29, 2015, to CONTRACTOR; and

WHEREAS, an "Agreement and Consent to Assignment of Agreement" with an effective date retroactive to December 31, 2015 was executed by the Parties, including GC Environmental, Inc. as of the last date opposite the respective signatures to authorize the assignment of the April 19, 2012 Agreement from GC Environmental, Inc. to CONTRACTOR pursuant to Section 15.06 Assignment and Subcontracting of said April 19, 2012 Agreement; and

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Not to Exceed: \$500,000.00

WHEREAS, Agreement was amended by the Parties on March 31, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through March 21, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 23, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through March 21, 2018 and to increase the amount by \$300,000 which resulted in a total not to exceed amount of \$500,000; and

WHEREAS, CONTRACTOR provides highly specialized services related to immediate and ongoing public health and safety needs of the County and loss of these services would pose a risk to public health and safety; and

WHEREAS, County has a continued need for services, beyond the anticipated five (5) year Agreement term allowed per RFQ #10249; and

WHEREAS, additional time is necessary to allow County staff to prepare and process a new RFQ; and

WHEREAS, CONTRACTOR's Fee Schedule requires an update effective upon the date of final execution of this Amendment No. 6 which is the last date opposite the respective signatures below; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to March 21, 2019 and to update the Fee Schedule with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from March 21, 2012 to March 21, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", effective upon the date of final execution of this Amendment No. 6 to delete the Fee Schedule in "Exhibit A, "Scope of Services/Payment Provisions" and to add "Exhibit A-1, Revised Fee Schedule".

4. Amend the third paragraph of Section 9.63 under Paragraph 9, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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5. In all places within the Agreement, any reference to the Fee Schedule in "Exhibit A, "Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Fee Schedule/Payment Provisions" effective upon the date of final execution of this Amendment No. 6.
6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 6 and all previous amendments shall be attached to the Agreement which shows the Fee Schedule applicable until the effective date of this Amendment No. 6, and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

ES Engineering Services, LLC,
a Delaware limited liability company

Contractor's Business Name

Date: _____

By: _____

(Signature of Chair, President or Vice President)

Its: _____

(Print Name and Title)

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____

Mary Grace Perry
Deputy County Counsel

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: _____

(Print Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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EXHIBIT A-1 – REVISED FEE SCHEDULE

FEE SCHEDULE ES Engineering Services, LLC Effective upon the date of final execution of Amendment No. 6		
Personnel ⁽¹⁾	Unit	Rate
Senior Officer	Per Hour	\$ 212
Specialized Technical Staff	Per Hour	\$ 187
Principal	Per Hour	\$ 160
Senior Licensed Professional	Per Hour	\$ 150
Project Professional	Per Hour	\$ 135
Construction Manager	Per Hour	\$ 135
Staff Professional	Per Hour	\$ 110
Assistant Professional	Per Hour	\$ 90
Senior Technician	Per Hour	\$ 90
Technician	Per Hour	\$ 80
Project Coordinator	Per Hour	\$ 75
Draftsperson	Per Hour	\$ 75
Clerical	Per Hour	\$ 60
Other	Unit	Rate
Traveling Vehicle Costs	Per Mile	IRS Rate
Truck Use	Per Day	\$ 75
Subcontractor Markup	%	15
Equipment ⁽²⁾	Unit	Rate
Field Instrumentation (PID or equivalent)	Per Day	\$ 110
LEL Meter	Per Day	\$ 55
GEM 5000	Per Day	\$ 150
Flow Meter	Per Day	\$ 22
Multiparameter Water Quality Meter	Per Day	\$ 121
Dissolved Oxygen Meter	Per Day	\$ 39
ORP Meter	Per Day	\$ 33
pH/Conductivity Meter	Per Day	\$ 28
Turbidity Meter	Per Day	\$ 22
Oil/Water Interface Probe	Per Day	\$ 55
Water Level Indicator	Per Day	\$ 28
Blower or Vacuum Unit	Per Day	\$ 110
Powered Liquid Pump	Per Day	\$ 83
Power Generator	Per Day	\$ 61
Tedlar Bags	Each	\$ 11
Notes: (1) Personnel rates subject to a 150% markup for litigation support and 200% for court appearances (2) Rates for other equipment not noted herein will be provided upon request		