

Environmental Stewardship & Planning, Inc.

**AGREEMENT FOR SERVICES # AGMT 05-853
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 05-853 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 Environmental Stewardship & Planning, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2830 I Street, Suite 304, Sacramento, California 95816 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Department of Transportation with as-needed environmental review services pursuant to Agreement for Services # AGMT 05-853, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to increase the compensation for services by \$400,000, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to change County's notices recipient, amending **ARTICLE XV Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to change County's Contract Administrator, amending **ARTICLE XXIV Contract Administrator**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-853, to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in the individual Task Orders, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit B, marked "May 2005-May 2007 Standard Rates," incorporated herein and made by reference a part hereof. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant's Project Manager amend the Task Order.

The total amount of this Agreement, as amended, shall not exceed \$600,000, inclusive of all work of subconsultants and expenses.

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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and project title, and shall include County's work order number and task code, both on their faces and on any enclosures or back-up documentation. Invoices shall be mailed to the Contract Administrator at the following address:

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

Consultant shall attach a copy of each notification to proceed, as backup documentation, to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific review services billed on those invoices.

ARTICLE XV

Notice to Parties: 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
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janet Postlewait,
Senior Planner

With a Copy to:

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

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Environmental Stewardship & Planning, Inc.
2830 I Street, Suite 304
Sacramento, California 95816

Attn.: Steve Peterson,
President

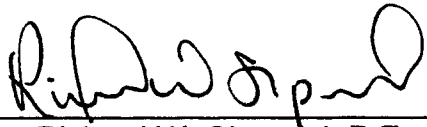
or to such other location as Consultant directs.

ARTICLE XXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Janet Postlewait, Senior Planner, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-853 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 12/27/05

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-853 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: James R. Sweeney
JAMES R. SWEENEY, CHAIRMAN
Board of Supervisors
"County"

Dated: 1-24-06

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 1-24-06

-- ENVIRONMENTAL STEWARDSHIP & PLANNING, INC. --

By: [Signature]
Steven L. Peterson
President
"Consultant"

Dated: 12/30/2005

By: [Signature]
Corporate Secretary

Dated: 12-30-05