

**North State Resources, Inc.**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #415-S1511**

**THIS FIRST AMENDMENT** to that Agreement for Services #415-S1511, 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 North State Resources, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5000 Bechelli Lane, Suite 203, Redding, California 96002, and whose local office address is 2020 L Street, Suite 340, Sacramento, California 95811 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide Environmental Review Services for the Oak Hill Road at Squaw Hollow Creek – Bridge Replacement Project for its Community Development Agency pursuant to Agreement for Services #415-S1511, dated April 10, 2015, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to add additional Items of Work to the Scope of Work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$17,861.60, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C, Cost Proposal**, with **Amended Exhibit C, 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 #415-S1511 on the following terms and conditions:


- I. Exhibit A, Scope of Work, is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- II. Exhibit C, Cost Proposal, is replaced in its entirety with Amended Exhibit C, marked "Amended Cost Proposal," attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement are substituted with Amended Exhibit C.

III. **ARTICLE III, Compensation for Services**, paragraph six (6) of the original Agreement is amended in its entirety to read as follows:

The total amount of this Agreement, including all of the services detailed in Exhibit A and Exhibit A-1 and including the Optional Tasks, if any, which may be assigned, and inclusive of all costs, Work Orders, and inclusive of all work of subconsultants and expenses shall not exceed \$80,549.35. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

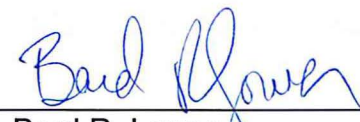
Except as herein amended, all other parts and sections of Agreement for Services #415-S1511 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
John H. Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

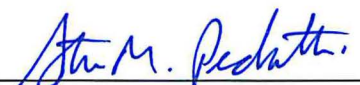
Dated: 26/03/16

**Requesting Division Concurrence:**

By:   
\_\_\_\_\_  
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Dated: 6/8/16

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
Steven M. Pedretti, Director  
Community Development Agency

Dated: 6/8/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #415-S1511 on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
Ron Mikulaco  
Board of Supervisors  
"County"

Dated: 6/28/16

Attest:  
James S. Mitrishin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/28/16

--NORTH STATE RESOURCES, INC.--

By:   
Laura F. Kuh  
President and Corporate Secretary  
"Consultant"

Dated: June 8, 2016

# North State Resources, Inc.

## Exhibit A-1

### Additional Scope of Work

In accordance with the Agreement between County and Consultant, Consultant shall complete the additional Items of Work described below.

#### **AMENDMENT OVERVIEW:**

In addition to the services described in the Agreement, Consultant shall complete the Items of Work detailed in the Scope of Work below in accordance with all of the terms and conditions, including the reporting and deliverable requirements, of the Agreement. Consultant shall provide the services below to assist County with National Historic Preservation Act compliance for the Project.

#### **ADDITIONAL SCOPE OF WORK DESCRIPTION:**

This Amended Scope of Work is necessary based on the cultural sensitivity of the Project's Area of Potential Effects (APE), presence of a known cultural site in the APE, and the heightened interest of the Native American community in the Project area. Based on discussions with Native American tribes, the extent of a known cultural site that has been mapped east of Oak Hill Road and south of Squaw Hollow Creek may be part of a larger site that extends to the north of Squaw Hollow Creek. In coordination with County and Caltrans, additional cultural investigations and documentation are necessary to evaluate impacts on cultural resources, particularly tribal cultural resources, and to comply with Caltrans environmental guidelines and consultation requirements under the National Historic Preservation Act and CEQA. These investigations shall include additional research, communications with the applicable Native American tribes, and additional testing in the Area of Direct Impacts. Consultant shall update existing documents prepared under previous Items of Work to reflect the results.

The modification to the Agreement shall expand Task 2 by adding new Items of Work 2.3.1, 2.5 and 2.6.

Consultant shall perform the tasks described below. No subconsultants are necessary to complete this work. Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, of the Agreement.

#### **TASK 2: TECHNICAL STUDIES – WBS – ED02**

##### **Item of Work 2.3.1 – Revised ASR/HPSR**

Consultant has previously coordinated with County and Caltrans to complete the ASR/HPSR; however, Native American input received after completion of the ASR/HPSR has revealed concerns about impacts associated with the Project. As a result, Consultant shall conduct additional research and expand discussions about the cultural site and include Native American outreach and consultation. Consultant shall include the results in draft and final versions of the Revised ASR/HPSR. Consultant shall also incorporate the results of additional shovel testing (see Items of Work 2.5 and 2.6 below) in the HPSR. Comments received on the ASR/HPSR

from the applicable Native American tribes shall be addressed, as appropriate, in the Revised ASR/HPSR.

**Activities:**

- Conduct additional research regarding Native American villages and other cultural resources in the vicinity of the Project's APE.
- Conduct a site visit with the applicable Native American tribes.
- Prepare Revised Draft ASR/HPSR to include additional research and testing results and submit to County's CA for review and comment.
- Update the Revised Draft ASR/HPSR if necessary, incorporating County's comments, and submit to Caltrans and County's CA.
- Prepare Final Draft ASR/HPSR, incorporating Caltrans comments, and provide to the applicable Native American tribes for review.
- Prepare Final ASR/HPSR, incorporating the applicable Native American tribes' input as appropriate, and submit to Caltrans for approval.

**Deliverables:**

- Revised Draft ASR/HSPR (electronic, pdf format).
- Updated Revised Draft ASR/HPSR, if necessary (electronic, Word and pdf formats; up to two [2] hard copies if requested by Caltrans).
- Final Draft ASR/HPSR (electronic, pdf format).
- Final ASR/HPSR (electronic, pdf format; up to five [5] hard copies).

**Assumptions:**

- No additional fieldwork (other than for Item of Work 2.5) is necessary.
- Additional mapping may be needed in order to complete the revisions, and is included in the budget for this Item of Work.
- One (1) site visit with Native American tribes is assumed. County will coordinate the site visit.
- Minimal revisions to the existing ASR/HPSR shall be necessary.
- Two (2) conference calls may be necessary during the report updates, and are included in the budget for this Item of Work.

**Duration:**

- The Revised Draft ASR/HPSR shall be submitted to County's CA for review within six (6) weeks after receiving the fully-executed Amendment from County or two (2) weeks after completion of Task 2.6, whichever is earlier.
- The Updated Revised Draft ASR/HPSR shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.
- The Final Draft ASR/HPSR shall be provided to the applicable Native American tribes for review within one (1) week after receipt of comments from Caltrans.

- The Final ASR/HPSR shall be submitted to Caltrans for approval within one (1) week after receipt of input from the applicable Native American tribes.

### **Item of Work 2.5 - Extended Phase I Field Investigation**

Consultant conducted an Extended Phase I Field Investigation, in accordance with Work Order #15-54148-01 dated October 5, 2015, consisting of three (3) shovel test pits on the east side of Oak Hill Road in the Area of Direct Impact (ADI) and near the known cultural site. As a result of additional input from the applicable Native American tribes, additional shovel test pits are proposed on the west side of Oak Hill Road near the proposed bridge location and in other areas subject to cuts or excavations in the ADI. Consultant shall prepare draft and final versions of an Extended Phase I Investigation Proposal to conduct this additional testing and coordinate with County, Caltrans, and the applicable Native American tribes before proceeding with the testing.

#### **Activities:**

- Prepare proposal to conduct Extended Phase I Investigation.
- Coordinate with County, Caltrans, and the applicable Native American tribes.
- Conduct shovel testing per the proposal.

#### **Deliverables:**

- Draft Extended Phase I Proposal (electronic, Word and pdf formats).
- Revised Draft Extended Phase I Proposal (electronic, pdf format).
- Final Extended Phase I Proposal (electronic, pdf format).

#### **Assumptions:**

- Additional shovel testing shall not require more than one (1) field day.
- No backhoe trenches shall be required.
- One (1) Native American monitor shall be present during the testing and shall be paid for one (1) day of time.

#### **Duration:**

- The Draft Extended Phase I Proposal shall be submitted to County's CA and Caltrans for review within one (1) week after receiving the fully-executed Amendment from County.
- The Revised Draft Extended Phase I Proposal shall be provided to the applicable Native American tribes for review within one (1) week after receipt of comments from County and Caltrans.
- The Final Extended Phase I Proposal shall be submitted to Caltrans for approval within one (1) week after receipt of input from the applicable Native American tribes.

### **Item of Work 2.6 - Extended Phase I Report**

Also under the above-referenced Work Order, Consultant completed a Draft Extended Phase I Report describing the results of the Extended Phase I Investigation. Consultant shall revise this report to describe the results of the additional field investigation. The draft and final versions of

the Revised Extended Phase I Report shall include maps depicting the locations of the shovel test pits, rationale for their placement, photographs of the pits and any discovered resources, and descriptions of the findings. Consultant shall coordinate with County, Caltrans, and the applicable Native American tribes to finalize the Extended Phase I Report.

**Activities:**

- Update the Draft Extended Phase I Report to describe the additional field investigation and submit to County's CA for review and comment.
- Prepare Revised Draft Extended Phase I Report, incorporating County's comments, and submit to Caltrans and County's CA.
- Prepare Final Draft Extended Phase I Report, incorporating Caltrans' comments, and provide to the applicable Native American tribes for review.
- Prepare Final Extended Phase I Report, incorporating Native American input as appropriate, and submit to Caltrans for approval.

**Deliverables:**

- Updated Draft Extended Phase I Report (electronic, Word and pdf formats).
- Revised Draft Extended Phase I Report (electronic, Word and pdf formats).
- Final Draft Extended Phase I Report (electronic, pdf format).
- Final Extended Phase I Report (electronic, pdf format).

**Assumptions:**

- A Phase II Evaluation shall not be necessary.
- The purpose of the testing is to identify the extent of potential impacts on buried cultural resources. Information on cultural resources shall only be discussed in the Extended Phase I Report in the context of the Project.
- Two (2) conference calls may be necessary during the report updates, and are included in the budget for this Item of Work.

**Duration:**

- The Updated Draft Extended Phase I Report shall be submitted to County's CA for review within three (3) weeks after completion of field investigation.
- The Revised Draft Extended Phase I Report shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.
- The Final Draft Extended Phase I Report shall be provided to the applicable Native American tribes for review within one (1) week after receipt of comments from Caltrans.
- The Final Extended Phase I Report shall be submitted to Caltrans for signature within one (1) week after receipt of input from the applicable Native American tribes.

# North State Resources, Inc.

## Amended Exhibit C

### Amended Cost Proposal

TASK NUMBER	TASK	COST
1	Project Initiation	\$ 5,835.44
2	Technical Studies	\$ 38,703.64
3	CEQA Compliance	\$ 12,289.35
4	NEPA Compliance	\$ 0.00
5	Environmental Permits	\$ 11,574.26
6	Optional Tasks	\$ 7,584.32
	<b>Labor Subtotal</b>	<b>\$ 75,987.01</b>
	<b>Other Direct Costs</b>	<b>\$ 4,562.34</b>
	<b>Total Proposed Cost Estimate</b>	<b>\$ 80,549.35</b>

All expenses and their distribution among Tasks and Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement, as amended. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks and Items of Work, Other Direct Costs, and Optional Tasks identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.