

ORIGINAL

North State Resources, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #111-S1511

THIS FIRST AMENDMENT to that Agreement for Services #111-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 240, Sacramento, California 95811, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide on-call environmental review services for the County pursuant to Agreement for Services #111-S1511, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to revise the scope of services to include emergency services and memorialize the existing competitive proposal procedure, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 22, 2017, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update notice recipient information, amending **ARTICLE XVIII, Notice to Parties**;

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 #111-S1511, as follows:

- I. All references to Community Development Agency throughout the Agreement shall read Department of Transportation.
- II. All references to 49 C.F.R. Part 18 throughout the Agreement shall read 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- III. **ARTICLE I, Scope of Services, of the Agreement is amended to read as follows:**

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment, and services necessary to perform various on-call environmental reviews and associated services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders or Work Orders, as applicable, to be issued in accordance with this Agreement.

Consultant's services are to be provided specifically in support of projects included in County's Capital Improvement Program and generally in support of other County activities as required. Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, as applicable, after selection through the competitive proposal process described below.

The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. As applicable, Disadvantaged Business Enterprise (DBE) requirements will be discussed at the meeting or telephone conference and County's Contract Administrator will provide Consultant with the necessary DBE forms and information for use and/or submittal with Consultant's Task Order/Work Order proposal or Consultant's final invoice. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

For services performed on an emergency basis, as determined by County's Contract Administrator, authorization to perform the required services may occur through verbal or email communication to Consultant. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Consultant by a written Task Order or Work Order, as applicable, issued by County's Contract Administrator. Consultant shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

A Request for Proposal will be issued for a specific project to Consultant and all other consultants with whom County has on-call agreements for the scope of work covered by the specific project. Through that competitive proposal procedure limited to existing on-call agreements, County will select the most qualified consultant and negotiate, develop, and execute a Task Order or Work Order.

County's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$10,000. County's Contract Administrator will issue a written Work Order for any work assignments where the not-to-exceed cost itemization is \$10,000 or less.

Funding from various local, state, and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders or Work Orders issued for those assignments.

Consultant's responsibilities for compliance with DBE requirements are described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XXXIX, DBE Participation, herein. No Task Order or Work Order shall be issued under this Agreement until the required DBE forms have been received and approved by County's Contract Administrator.

With the exception of emergency Task Orders or Work Orders, no payment will be made for any work performed prior to approval and full execution of the Task Order or Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order or Work Order.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVIII, Notice to Parties, of this Agreement.

The period of performance for Task Orders and Work Orders shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless County's Contract Administrator and Consultant amend the Task Order or Work Order. No Task Order or Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

County shall review Consultant's progress at key points as specified in each Task Order or Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order and/or Work Order. Milestones may only be changed by written agreement (may consist of an email) between County's Contract Administrator, or designee, and Consultant.

If a submittal or Task Order or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications

(specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized, if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Task Orders or Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation herein.

All of the services included in this Article and Exhibit A, Scope of Work, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

IV. ARTICLE II, Term, of the original Agreement is amended to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto, and the Agreement, as amended, and shall expire on September 22, 2018.

V. ARTICLE XVIII, Notice to Parties, of the original Agreement is amended to read as follows:

ARTICLE XVIII

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
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts and Procurement

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:


North State Resources, Inc.
5000 Bechelli Lane, Suite 203
Redding, California 96002

Attn.: Laura Kuh,
President

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of the Agreement shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 6/20/17
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Department of Transportation

Requesting Department Concurrence:

By:  Dated: 6/21/17
Bard R. Lower
Interim Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #111-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- NORTH STATE RESOURCES, INC. --

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

Dated: June 14, 2017