

# ORIGINAL

**North State Resources, Inc.**

**Environmental Review Services**

## **FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 08-1683**

**THIS FIRST AMENDMENT** to that Agreement for Services # AGMT 08-1683 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 1321 20<sup>th</sup> Street, Sacramento, California 95814 (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation with environmental review services pursuant to Agreement for Services # AGMT 08-1683, incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to extend the expiration date of June 2, 2010 for one (1) additional one (1) year term, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services** and adding **Amended Exhibit B**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to change one of County's notices recipients and to update the address for Consultant's notices recipient, amending **ARTICLE XVII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to update the obsolete references to Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments to 2 CFR Part 225, Cost Principles for State and Local Governments, amending **ARTICLE XXIX, Cost Principles**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to change County's Contract Administrator, amending **ARTICLE LII, 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 First Amendment to Agreement for Services # AGMT 08-1683, as follows:

**ARTICLE II, Term of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 2, 2011.

**ARTICLE III, Compensation for Services of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE III**

**Compensation for Services:** For services provided herein, including all deliverables described in individual Task Orders issued pursuant to this Agreement, and including the progress reports required by Article V, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until June 2, 2010, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The hourly billing rates for calendar years 2008, 2009 and for 2010 (through June 2, 2010) are indicated on pages 1, 2 and 3 of Exhibit B. The rates for "Other Direct Costs" indicated on page 4 of Exhibit B are effective through December 31, 2008 and may be adjusted annually beginning on January 1, 2009. On or before January 1, 2009 and again on or before January 1, 2010, Consultant may submit a new proposed fee schedule for Other Direct Costs, which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective.

For the period beginning June 3, 2010 and continuing through the remaining term of this Agreement, as amended, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

For the entire term of this Agreement, as amended, the following provisions shall apply:

- A. Reimbursement for mileage expenses, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in Article XXIX, Cost Principles herein. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

- B. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses other than mileage reimbursements) will not be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultants.
- C. 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 amend the Task Order.
- D. The total amount of this Agreement, inclusive of all costs and Task Orders and inclusive of all work of subconsultants and expenses, shall not exceed \$240,000.
- E. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-provided Task Order number both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach copies of any progress reports required under the provisions of Article V, Progress Reports, that relate to the services being billed, to every invoice 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  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

- F. 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 monthly 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 in Article XVI, Default, Termination, and Cancellation herein.

**ARTICLE XVII, Notice to Parties, of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XVII**

**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.: Craig D. McKibbin,  
Deputy Director of Engineering  
Transportation Planning & Land  
Development Division

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:

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

Attn.: Tim Reilly, Principal

or to such other location as Consultant directs.

**ARTICLE XXIX, Cost Principles, of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XXIX**

**Cost Principles:** The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as project costs only after those costs are incurred and paid for by Consultant.

- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses shall be eligible for reimbursement in accordance with Article III, Compensation for Services. No reimbursements for travel and subsistence (per diem) expenses shall be allowed.
- E. Consultant and its subconsultants shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Consultant and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

**ARTICLE LII, Contract Administrator, of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE LII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Deputy Director of Engineering, Transportation Planning & Land Development Division, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 08-1683 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By: S. Rupalatho  
Craig D. McKibbin  
Deputy Director of Engineering  
Transportation Planning &  
Land Development Division  
Department of Transportation

Dated: 2/4/10


**Requesting Department Concurrence:**

By: JWW  
James W. Ware, P.E.  
Director of Transportation

Dated: 2/2/10

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 08-1683 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:   
**Norma Santiago, Chair**  
Board of Supervisors  
"County"

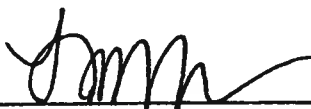
Dated: 5-11-10

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5-11-10

--NORTH STATE RESOURCES, INC.--

By:   
Laura F. Kuh  
President  
"Consultant"

Dated: Jul 16, 2010

By:   
Corporate Secretary

Dated: Jul 16, 2010

**North State Resources, Inc.**

**Amended Exhibit B**

**Amended Fee Schedule**

<b>Labor Classification</b>	<b>Level</b>	<b>Standard Rates<sup>1,2</sup></b>
<b>Principal</b>		<b>\$140 to \$169</b>
<b>Program Manager</b>	<b>4</b>	<b>\$140 to \$156</b>
<b>Program Manager</b>	<b>3</b>	<b>\$124 to \$140</b>
<b>Program Manager</b>	<b>2</b>	<b>\$109 to \$124</b>
<b>Program Manager</b>	<b>1</b>	<b>\$90 to \$109</b>
<b>Project Manager</b>	<b>4</b>	<b>\$109 to \$140</b>
<b>Project Manager</b>	<b>3</b>	<b>\$93 to \$109</b>
<b>Project Manager</b>	<b>2</b>	<b>\$77 to \$93</b>
<b>Project Manager</b>	<b>1</b>	<b>\$60 to \$77</b>
<b>Biologist</b>	<b>4</b>	<b>\$93 to \$124</b>
<b>Biologist</b>	<b>3</b>	<b>\$77 to \$93</b>
<b>Biologist</b>	<b>2</b>	<b>\$62 to \$77</b>
<b>Biologist</b>	<b>1</b>	<b>\$45 to \$62</b>
<b>Cultural Resource Specialist</b>	<b>4</b>	<b>\$93 to \$124</b>
<b>Cultural Resource Specialist</b>	<b>3</b>	<b>\$77 to \$93</b>
<b>Cultural Resource Specialist</b>	<b>2</b>	<b>\$62 to \$77</b>
<b>Cultural Resource Specialist</b>	<b>1</b>	<b>\$45 to \$62</b>
<b>Environmental Analyst/Writer</b>	<b>4</b>	<b>\$93 to \$124</b>
<b>Environmental Analyst/Writer</b>	<b>3</b>	<b>\$77 to \$93</b>
<b>Environmental Analyst</b>	<b>2</b>	<b>\$62 to \$77</b>
<b>Environmental Analyst</b>	<b>1</b>	<b>\$45 to \$62</b>
<b>Environmental Scientist</b>	<b>4</b>	<b>\$93 to \$124</b>
<b>Environmental Scientist</b>	<b>3</b>	<b>\$77 to \$93</b>
<b>Environmental Scientist</b>	<b>2</b>	<b>\$62 to \$77</b>
<b>Environmental Scientist</b>	<b>1</b>	<b>\$45 to \$62</b>
<b>GIS &amp; Mapping Analyst</b>	<b>4</b>	<b>\$93 to \$124</b>
<b>GIS &amp; Mapping Analyst</b>	<b>3</b>	<b>\$77 to \$93</b>
<b>GIS &amp; Mapping Analyst</b>	<b>2</b>	<b>\$62 to \$77</b>
<b>GIS &amp; Mapping Analyst</b>	<b>1</b>	<b>\$45 to \$62</b>
<b>Admin Manager</b>	<b>4</b>	<b>\$93 to \$109</b>
<b>Admin Manager</b>	<b>3</b>	<b>\$63 to \$93</b>
<b>Admin Assistant</b>	<b>2</b>	<b>\$47 to \$63</b>
<b>Admin Assistant</b>	<b>1</b>	<b>\$30 to \$47</b>
<b>Technician</b>	<b>4</b>	<b>\$54 to \$60</b>
<b>Technician</b>	<b>3</b>	<b>\$42 to \$54</b>
<b>Technician</b>	<b>2</b>	<b>\$36 to \$42</b>
<b>Technician</b>	<b>1</b>	<b>\$30 to \$36</b>

<sup>1</sup> Hourly billing rates are fully burdened and include raw wages, labor overhead, general & administrative overhead, and profit.

<sup>2</sup> An overtime differential (not shown) may apply to Technicians, depending on project scheduling requirements. Overtime rates must be approved in advance and in writing by County's Contract Administrator.



## Fee Schedule for Other Direct Costs

Description	Billing Rate
Trimble Pathfinder Pro GPS Units	\$7.55 per hour/\$60 per day
Geo Explorer II & III GPS Units	\$25.00 per day
Geographic Information System (GIS) Work Station	\$12.85 per hour
Large-Format Printer	\$10 per 24" x 36" sheet
Large-Format Printer	\$15 per 48" x 36" sheet
Jet Boat	\$200 per day
Patio Boat	\$175 per day
Drift Boat	\$60 per day
Quad Runner	\$125 per day
Snowmobile	\$125 per day
Small Flow Meter	\$40 per day
Boat-Mounted Flow Meter/Sounding Equipment	\$100 per day
Water Quality Equipment	\$40 per day
Fish Marking Equipment	\$100 per day
Thermograph	\$25 per month
Vehicle Mileage	*
4x4 Vehicle mileage	*
Black and white copies	\$0.06 per 8 1/2 x 11 sheet
Black and white copies	\$0.11 per 11 x 17 sheet
Color copies	\$0.75 per 8 1/2 x 11 sheet
Color copies	\$1.50 per 11 x 17 sheet
Fee on Subcontractors	Cost plus 5%

\*Reimbursement for mileage expenses, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.