

Sycamore Environmental Consultants, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES # *AGMT 05-855*

THIS SECOND AMENDMENT to that Agreement for Services # AGMT 05-855 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 Sycamore Environmental Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831, (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 05-855 and Amendment I to AGMT 05-855, both of which are incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-855 to extend the expiration date of August 30, 2009 to February 28, 2010 in order to allow for the completion of outstanding Task Orders issued pursuant to the Agreement, amending **ARTICLE II Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-855 to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit D**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-855 to change one of County's notices recipients, amending **ARTICLE XV Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-855 to change County's Contract Administrator, amending **ARTICLE XXIV 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 Second Amendment to Agreement for Services # AGMT 05-855, to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on February 28, 2010.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in individual Task Orders and including the progress reports required by Article

IV, Progress Reports below, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoices and progress reports detailing services rendered.

For the purposes hereof, the billing rates for the period beginning August 30, 2005 and continuing through December 31, 2006 shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning January 1, 2007 and continuing through August 30, 2009 the billing rates shall be in accordance with Exhibit C, marked "2007 Billing Rates," incorporated herein and made by reference a part hereof. The hourly rates indicated in Exhibit C are subject to a three percent (3%) increase beginning January 1, 2008 and an additional three percent (3%) increase on January 1, 2009.

For the period beginning August 31, 2009 and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit D, marked "Revised Billing Rates," incorporated herein and made by reference a part hereof. The rates indicated in Exhibit D are not subject to annual adjustments.

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.

The total amount of this Agreement, as amended, inclusive of all costs, Task Orders and all work of subconsultants and expenses shall not exceed \$300,000.

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 at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage expenses for Consultant or for any subconsultant. Any reimbursements for mileage expenses for Consultant or subconsultants 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied work order number and 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 a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Any invoices which include charges for other direct costs or subconsultants shall be accompanied by backup documentation to substantiate Consultant's actual cost for each item billed. 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.

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 are received, or proceed as set forth in Article XIV, Default, Termination, and Cancellation herein.

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:

With a Copy to:

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

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

Attn.: Craig D. McKibbin,
Deputy Director,
Transportation Planning &
Land Development Division

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Sycamore Environmental Consultants, Inc.
6355 Riverside Boulevard, Suite C
Sacramento, California 95831

Attn.: Jeffery Little,
Vice 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 Craig D. McKibbin, Deputy Director, Transportation Planning & Land Development Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-855 and Amendment I to AGMT 05-855 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

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

Dated: 21 July 2009

Requesting Department Concurrence:

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

Dated: 21 July 2009

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 05-855 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: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. --

By: Jeffery Little

Jeffery Little
Vice President
"Consultant"

Dated: 7 July 2009

By: Cynthia L. Little

Cynthia L. Little
Secretary/Treasurer

Dated: 7 July 2009



Exhibit D
Revised Billing Rates

Category	Rate
Consulting Scientist	\$157.57
Supervising Scientist	\$106.92
Scientist II	\$ 73.16
GIS Analyst I	\$ 73.16
Associate II (Biologist)	\$ 61.90
Associate II (Planner)	\$ 61.90
Associate II (CAD Operator)	\$ 61.90
Administrative/ Quality Control/ Editor	\$ 65.28
Admin/ Word Proc./ Support	\$ 41.64

Other direct costs including subconsultant services, authorized herein, shall be invoiced at Consultant's cost for the services rendered.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall be made in accordance with the provisions of Article III, Compensation for Services of this Agreement.