

# ORIGINAL

## Sycamore Environmental Consultants, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #450-S1611

**THIS FIRST AMENDMENT** to that Agreement for Services #450-S1611 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 with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Environmental Compliance and Permitting for the Green Valley Road at Mound Springs Creek and Green Valley Road at Indian Creek Bridge Replacement Projects for the Community Development Services, Department of Transportation pursuant to Agreement for Services #450-S1611, dated June 7, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the reallocation of expenses referenced in **ARTICLE II, Compensation for Services**, and replacing **Exhibit C, Cost Estimate**, with **Amended Exhibit C, Amended Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend paragraph G of **ARTICLE V, Allowable Costs and Payments**, to revise the mailing address for invoices.

**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 on the following terms and conditions:

- I. All references to Community Development Agency, Transportation Division and or Transportation Division throughout the Agreement shall read Community Development Services, Department of Transportation.
- II. **ARTICLE II, Compensation for Services**, paragraph five of the Agreement is amended in its entirety to read as follows:

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Amended Exhibit C, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C

represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work Tasks and Items of Work, Other Direct Costs and Mileage, and Supplemental Tasks identified therein (including subconsultants), subject to COUNTY's Contract Administrator's prior written approval.

**III. ARTICLE V, Costs and Payments**, paragraph G of the Agreement is amended in its entirety to read as follows:

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Accounts Payable

or to such other location as COUNTY directs.

Except as herein amended, all other parts and sections of Agreement for Services #450-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

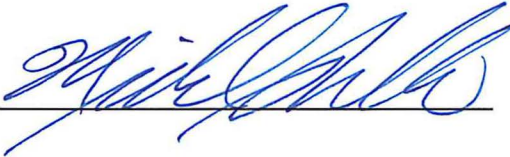
By:  \_\_\_\_\_ Dated: 3/9/18 \_\_\_\_\_  
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Unit  
Community Development Services  
Department of Transportation

**Requesting Department Concurrence:**

By:  \_\_\_\_\_ Dated: 3/12/18 \_\_\_\_\_  
Rafael Martinez, Director  
Community Development Services  
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 450-S1611 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: 

Dated: 4/31/2018


Board of Supervisors  
"COUNTY"

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

By:   
Deputy Clerk

Dated: 4/31/2018

-- SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. --

By:   
Jeffery Little  
Vice President  
"CONSULTANT"

Dated: 3/8/2018

By:   
Cynthia Little  
Corporate Secretary

Dated: 3/8/2018

# Sycamore Environmental Consultants, Inc.

## Amended Exhibit C

### Amended Cost Estimate

<b>Item of Work</b>	<b>Description</b>	<b>Cost</b>
Item of Work A	Project Management, Meetings and Coordination	\$ 24,031.36
Item of Work B	Area of Potential Effects Map	\$ 3,511.73
Item of Work C	Natural Environment Study Report	\$ 21,417.22
Item of Work D	Wetlands Study	\$ 10,731.15
Item of Work E	California Red-Legged Frog Site Assessment Report	\$ 9,320.00
Item of Work F	Biological Assessment	\$ 14,004.12
Item of Work G	Archeological Survey Report and Historic Property Survey Report	\$ 3,288.93
Item of Work H	Historical Resources Evaluation Report	\$ 4,804.50
Item of Work I	Visual Resources Technical Memorandum	\$ 5,623.65
Item of Work J	NEPA CE and CEQA ISMND	\$ 35,273.50
Item of Work K	Permit Applications	\$ 16,544.77
	Consultant Other Direct Costs and Mileage	\$ 1,038.50
	<b>Consultant Total</b>	<b>\$ 149,589.93</b>
<b>Subconsultants:</b>		
	Tremaine and Associates, Inc.	\$ 28,530.00
	Mead and Hunt, Inc.	\$ 10,333.50
	<b>Subconsultant Subtotal</b>	<b>\$ 38,863.50</b>
<b>Supplemental Tasks:</b>		
	Consultant	\$ 41,153.72
	Consultant Other Direct Costs	\$ 2,493.00
	Tremaine and Associates, Inc.	\$ 81,766.00
	Mead and Hunt, Inc.	\$ 500.00
	Bollard Acoustical Consultants, Inc.	\$ 0.00
	<b>Total Supplemental Tasks</b>	<b>\$ 125,912.72</b>
	<b>Total Project Cost Estimate</b>	<b>\$ 314,366.15</b>

All expenses and their distribution among Tasks and Items of Works are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Other Direct Costs and Mileage, and Supplemental Tasks identified herein (including subconsultants), subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.