

ORIGINAL

North State Resources, Inc.

Environmental Review Services

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

**THIS SECOND 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 and First Amendment to AGMT 08-1683, all of which are incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto agree and acknowledge that work has not been completed under one (1) Task Order issued pursuant to Agreement for Services # AGMT 08-1683 (hereinafter referred to as the "Agreement"); and that it will not be possible to complete the work assigned under the Task Order prior to the June 2, 2011 expiration date of the Agreement;

**WHEREAS**, the parties hereto desire to allow for the completion of work assigned under the Agreement as Task Order #08-1683-05 concerning the SMUD Trail CEQA/NEPA Documentation and Environmental Studies project (hereinafter referred to as "outstanding Task Order");

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to extend the expiration date of June 2, 2011 for six (6) additional months in order to allow for the completion of the outstanding Task Order issued pursuant to the Agreement, amending **ARTICLE II Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1683 to change one of County's notices recipients, amending **ARTICLE XVII, 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 Second Amendment to Agreement for Services # AGMT 08-1683, as follows:

**ARTICLE II, Term, of the original Agreement, as amended, 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 the completion of the outstanding Task Order issued pursuant to the Agreement or on December 31, 2011, whichever is earlier.

**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, Engineering  
Transportation Planning & Land  
Development Division

With a Copy to:

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

Attn.: Janel Gifford, P. E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

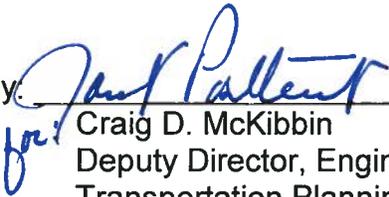
North State Resources, Inc.  
1321 20<sup>th</sup> Street  
Sacramento, California 95814

Attn.: Tim Reilly, Vice President

or to such other location as Consultant directs.

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

**Contract Administrator Concurrence:**

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

Dated: June 2, 2011

**Requesting Department Concurrence:**

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

Dated: 6/2/11

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 08-1683 on the dates indicated below. The effective date of this Amendment shall be June 1, 2011.

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

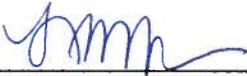
Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--NORTH STATE RESOURCES, INC.--**

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

Dated: June 2, 2011



**COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION**



**INTEROFFICE MEMORANDUM**

**Date:** May 23, 2011  
**To:** Jim Ware, Director of Transportation  
**From:** Craig McKibbin, Deputy Director  
Transportation Planning & Land Development  
**Subject:** Delegation of Authority

I will be on vacation Tuesday, May 31<sup>st</sup>, 2011, returning to the office on Monday, June 6<sup>th</sup>, 2011.

During my absence, I am delegating my signature authority to:

- Janet Postlewait, Principal Planner

Craig D. McKibbin, Deputy Director

Janet Postlewait, Principal Planner

cc: Bob Slater, Assistant Director  
Tom Celio, Deputy Director, Maintenance  
John Kahling, Deputy Director, Construction  
Matt Smeltzer, Deputy Director, Design  
Ruth Young, Chief Fiscal Officer  
Laura Friestad, Administration, DOT

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