

North State Resources, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #413-S1511

THIS FIRST AMENDMENT to that Agreement for Services #413-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 340, Sacramento, California 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide CEQA/NEPA Environmental Clearance and Permitting for the Hanks Exchange at Squaw Hollow Creek – Bridge Replacement Project for its Community Development Agency pursuant to Agreement for Services #413-S1511, dated May 12, 2015, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional Items of Work to the Scope of Work, amending **ARTICLE I, Scope of Services**, and adding **Amended Exhibit A, Additional Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$156,228.32, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C, Cost Proposal**, with **Amended Exhibit C, Amended Cost Proposal**;

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 #413-S1511 on the following terms and conditions:


- I. Exhibit A, Scope of Work, is amended to include Amended Exhibit A, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Amended Exhibit A.
- II. Exhibit C, Cost Proposal, is replaced in its entirety with Amended Exhibit C, marked "Amended Cost Proposal," attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement are substituted with Amended Exhibit C.

III. **ARTICLE III, Compensation for Services**, paragraph **seven (7)** of the original Agreement is amended in its entirety to read as follows:

The total amount of this Agreement, including all of the services detailed in Exhibit A and Amended Exhibit A and including the Optional Tasks, if any, which may be assigned, and inclusive of all costs, Work Orders, and inclusive of all work of subconsultants and expenses shall not exceed \$242,870.44. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.


Except as herein amended, all other parts and sections of Agreement for Services #413-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
John H. Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit
Transportation Division
Community Development Agency

Dated: 04/13/16

Requesting Division Concurrence:

By: 
Bard R. Lower
Transportation Division Director
Community Development Agency

Dated: 04/22/2016


Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 4/25/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #413-S1511 on the dates indicated below.

--COUNTY OF EL DORADO--

By:  _____

Dated: 6/7/16

Ron Mikulaco
Board of Supervisors
"County"

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

By:  _____
Deputy Clerk

Dated: 6/7/16

--NORTH STATE RESOURCES, INC.--

By:  _____

Dated: April 20, 2016

Laura Kuh
President and Corporate Secretary
"Consultant"

North State Resources, Inc.

Amended Exhibit A

Additional Scope of Work

In accordance with the Agreement between County and Consultant, Consultant shall complete the additional Items of Work described below.

AMENDMENT OVERVIEW:

In addition to services described in the Agreement, Consultant shall complete the Items of Work detailed in the Scope of Work below in accordance with all of the terms and conditions, including the reporting and deliverable requirements, of the Agreement. Consultant shall provide the services below to assist County with National Historic Preservation Act compliance for the Project.

ADDITIONAL SCOPE OF WORK DESCRIPTION:

This Amended Scope of Work is necessary based on the results of the Extended Phase I Cultural Investigation, conducted under Item of Work 6.1 of the Agreement, and the discovery of a possible cultural site. In coordination with County and Caltrans, additional cultural investigations and documentation are necessary to evaluate the cultural resources and comply with Caltrans environmental guidelines and consultation requirements under the National Historic Preservation Act.

This modification to the Agreement shall add Item of Work 2.5 under Task 2 and one (1) additional optional Item of Work 6.3 under Task 6.

Consultant shall perform the tasks described below and JRP Historical Consulting, an authorized subconsultant under the Agreement, may be retained to assist with additional historical resources evaluation or documentation depending on the findings of the field study. Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, of the Agreement.

TASK 2: TECHNICAL STUDIES – WBS – ED02

Item of Work 2.5 – Archaeological Evaluation Report

A Phase II Evaluation Study is necessary when an archaeological survey or Extended Phase I Investigation results in the discovery of archaeological deposits that may potentially be eligible for listing on the National Register of Historic Places (NRHP). Consultant shall prepare and submit a proposal to conduct a Phase II Evaluation Study to Caltrans for approval prior to beginning any Phase II Evaluation work. In order to determine if the identified deposit is eligible for NRHP listing, Consultant shall conduct a field study and excavations beyond those completed under the Extended Phase I and as required by Caltrans. Consultant shall record, analyze, and document the features and artifacts noted and/or recovered by the excavations for inclusion in the Draft and Final Archaeological Evaluation Report (AER) for County and Caltrans review.

Activities:

- Prepare and submit a proposal to conduct a Phase II Evaluation Study to Caltrans with a copy to County's CA.
- Conduct the Phase II field study and excavations once the proposal is approved by Caltrans.
- Prepare draft AER and submit to County's CA for review and comment.
- Incorporate County's comments, revise Draft AER, and submit the Revised Draft AER to Caltrans with a copy to County's CA.
- Prepare Final AER, incorporating Caltrans' comments, and submit to Caltrans for signature with a copy to County's CA.

Deliverables:

- Draft AER (electronic, MS Word and pdf formats).
- Revised Draft AER (electronic, MS Word and pdf formats; up to two [2] hard copies if requested by Caltrans).
- Final AER for Caltrans' signature (electronic, pdf format; up to five [5] hard copies).

Assumptions:

- Field investigations for the Phase II Evaluation will require no more than seven (7) days.
- A Native American monitor may be present during the investigation, and Consultant shall contract with them to monitor the work.
- Assuming the feature discovered during the Extended Phase I Study is architectural in nature, JRP Historical Consulting may be consulted for assistance with documentation and analysis tasks.
- Minimal revisions to the Draft AER shall be necessary.
- Two (2) conference calls may be necessary during the Phase II Evaluation.

Duration:

- The proposal shall be submitted to County's CA and Caltrans for review and approval within two (2) weeks after receiving the Notice to Proceed from County.
- Field investigations shall be conducted within four (4) weeks after the proposal is approved.
- The Draft AER shall be submitted to County's CA for review within one (1) month after completion of the field study.
- The revised Draft AER shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.
- The Final AER shall be submitted to Caltrans for signature within one (1) week after receipt of comments from Caltrans.

TASK 6: OPTIONAL WORK ITEMS – WBS – DPS05

Item of Work 6.3 Additional Cultural Resources Tasks

This Item of Work is intended to cover additional cultural resources tasks that could result from the Phase II Evaluation conducted under Item of Work 2.5 above. For example, if the results of the Phase II Evaluation indicate that the archaeological deposits constitute a “historic property” (a cultural resource listed or recommended eligible for listing on the NRHP) and this deposit cannot be avoided through Project re-design, data recovery efforts may be necessary. Additional documentation and coordination with Caltrans, County, and Native American tribes beyond the work defined herein and in the Agreement could also be necessary.

North State Resources, Inc.

Amended Exhibit C

Amended Cost Proposal

TASK NUMBER	TASK	COST
1	Project Initiation	\$ 7,235.44
2	Technical Studies	\$ 63,138.22
3	CEQA Compliance	\$ 12,289.35
4	NEPA Compliance	\$ 1,744.15
5	Environmental Permits	\$ 11,174.00
	Consultant Subtotal	\$ 95,581.16
	JRP Historical Consulting - Subconsultant	
2	Technical Studies	\$ 14,988.25
	Other Direct Costs	\$ 1,250.00
	Subconsultant Subtotal	\$ 16,238.25
6	Optional Work Items	\$ 115,588.70
	Consultant Other Direct Costs	\$ 15,462.33
	Total Proposed Cost Estimate	\$ 242,870.44

All expenses and their distribution among Tasks and Items of Work 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, as amended, to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and Items of Work, Other Direct Costs, and Optional Tasks identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultant among the subconsultant's Items of Work and subconsultant's Other Direct Costs, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION


INTEROFFICE MEMORANDUM

Date: April 15, 2016
To: Steve Pedretti, CDA Director
From: Bard Lower, CDA Transportation Division Director
Subject: Delegation of Authority

I will be out of the office starting on Friday, April 22, 2016 and returning on Monday, May 2, 2016, to attend the NACE Management & Technical Conference, in Tacoma, WA, and to have 2 additional days of vacation.

During my absence, I am delegating my signature authority to Andrew Gaber, Deputy Director, DRE, from Friday, April 22, 2016 through Sunday, May 1, 2016.

 4/15/16
Bard Lower, Director of CDA Transportation Division

 4/15/2016
Andrew Gaber, Deputy Director, DRE

cc Shawne Corley, Interim CAO
Joe Harn, Auditor/Controller
Kate Sampson, Assistant Director Admin/Finance
Don Spear, Deputy Director, Maintenance & Operations
Andrew Gaber, Deputy Director, DRE
John Kahling, Deputy Director, Headington Engineering
Matt Smeltzer, Deputy Director, Fairlane Engineering
Ruth Young, Chief Fiscal Officer
Laura Friestad, Supervising Accountant Auditor, Admin/Finance
Melanie Young, Auditor/Controller's Office

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