

# ORIGINAL

**Tetra Tech BAS, Inc.**

**doing business as**

**Bryan A. Stirrat & Associates**

## **SECOND AMENDMENT TO AGREEMENT FOR SERVICES #129-S1811**

**THIS SECOND AMENDMENT** to that Agreement for Services #129-S1811 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 Tetra Tech BAS, Inc. doing business as Bryan A. Stirrat & Associates, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 21700 Copley Drive, Suite 200, Diamond Bar, California 91765 (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide as-needed solid waste, landfill, and wastewater treatment plant general engineering and construction quality assurance services for the Environmental Management Department pursuant to Agreement for Services #129-S1811, dated September 19, 2017, and First Amendment to Agreement for Services #129-S1811, dated November 19, 2019, both incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of September 18, 2020, for two (2) additional months, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount by \$60,000 for a total not-to-exceed amount of \$335,000, amending **ARTICLE III, Compensation for Services**;

**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 the Agreement on the following terms and conditions:

I. **ARTICLE II, Term**, the article is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on November 18, 2020.

II. **ARTICLE III, Compensation for Services**, the seventh paragraph of the article is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$335,000, inclusive of all Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Work Orders.

Except as herein amended, all other parts and sections of Agreement for Services #129-S1811, as amended, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services # 129-S1811 on the dates indicated below.

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

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

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Deputy Clerk

**-- TETRA TECH BAS, INC.  
d b a  
BRYAN A. STIRRAT & ASSOCIATES --**

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

Jeffrey M. Williams  
Chief Financial Officer  
"Consultant"