

ORIGINAL

Stratus Environmental, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2874

THIS FIRST AMENDMENT to that Agreement for Services #2874 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 Stratus Environmental, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 3330 Cameron Park Drive, #550, Cameron Park, California 95682 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide leachate mound pumping, reporting services, and landfill gas compliance monitoring in accordance with County of El Dorado Air Quality Management District Permits 10-625, 10-1400, and 13-1395, Assembly Bill 32, and the Local Enforcement Agency, in accordance with Agreement for Services #2874, dated May 11, 2018, 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 term of the Agreement by three (3) years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$135,000 for a total not-to-exceed amount of \$177,755 and to update the annual cost estimates, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C, Amended Cost Estimate**;

WHEREAS, the parties hereto desire to amend the Agreement to update the title and department of one of County's notice 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 First Amendment to the Agreement on the following terms and conditions:

- I. All references to Community Development Services, Environmental Management Department, throughout the Agreement are substituted with Environmental Management Department.
- II. **ARTICLE II, Term**, is amended in its entirety to read as follows:

This Agreement shall become effective on May 22, 2018 and, as amended, shall expire on May 21, 2022.

III. ARTICLE III, Compensation for Services, the third and sixth paragraphs of the article are amended in their 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 my request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work tasks identified therein, subject to County's Contract Administrator's written approval. Direct costs and mileage are included in the budget of each of the tasks. In no event shall the not-to-exceed amount of the Agreement, as amended, be exceeded.

The total amount of this Agreement, as amended, shall not exceed \$177,755 inclusive of all costs, expenses, and work issued by memorandum.

IV. ARTICLE XVII, Notice to Parties, is amended in its entirety to read as follows:

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 addressed as follows:

To County:

COUNTY OF EL DORADO
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Director

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to other such location as County directs.

Notices to Consultant shall be addressed as follows:

Stratus Environmental, Inc.
3330 Cameron Park Drive, #550
Cameron Park, California 95682

Attn.: Jay R. Johnson
President

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #2874 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 2874 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: 

Board of Supervisors
"County"

Dated: 5/14/2019

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

By: 
Deputy Clerk

Dated: 5/14/2019

-- STRATUS ENVIRONMENTAL, INC. --

By: 
Jay R. Johnson
President and CEO
"Consultant"

Dated: 4-12-19

By: 
Gowri Kowtha
Corporate Secretary
"Consultant"

Dated: 4-15-2019

Stratus Environmental, Inc.

Amended Exhibit C

Amended Annual Cost Estimate

Task	Description	Cost
1	Leachate Mound Pumping	\$300.00
2	Monthly Wellhead Monitoring	\$23,000.00
3	Quarterly Landfill Surface Emission Monitoring	\$12,250.00
4	Quarterly Perimeter Probe Testing and Component Leak Testing	\$2,950.00
5	Annual Reporting	\$2,500.00
6	General Assistance	\$4,000.00
Total Cost Estimate		\$45,000

All expenses and their distribution among the Tasks are estimates only. This Exhibit represents the annual per task composition of the total not-to-exceed amount of the Agreement. In the performance of the Scope of Work to be provided in accordance with this Amended Cost Estimate, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks identified herein subject to County's CA's prior written approval. Equipment costs, equipment rental costs, and other direct costs and mileage are included in the estimates for each Task. In no event shall the total not-to-exceed amount of the Agreement be exceeded.