Second Amendment to Agreement No. 012E-A-11/12-PA
Between the County of El Dorado
and Dunn Environmental, Inc.

THIS SECOND AMENDMENT TO AGREEMENT NO. 012E-A-11/12-PA made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dunn Environmental, Inc., a Corporation duly qualified to conduct business in the State of California, whose principal place of business is 5060 Robert J. Mathews Parkway, Suite 2, El Dorado Hills, California 95672 (hereinafter referred to as "Consultant").

W I T N E S S E T H

WHEREAS, Consultant has been engaged by County to provide gas monitoring at the Meyers Landfill, in accordance with Agreement No. 012E-A-11/12-PA, dated January 25, 2012, and Amendment 1, dated March 29, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Scope of Services to include Exhibit C hereby amending Article I of Agreement No. 012E-A-11/12-PA; and

WHEREAS, the parties hereto agree to extend the timeframe for additional monitoring by two years beyond the term agreed to in the original agreement for a total of three (3) years, and increase the Agreement amount by $100,450 hereby amending Articles III and IV.

NOW, THEREFORE, County and Consultant mutually agree that Agreement No. 012E-A-11/12-PA is amended a second time as follows:

ARTICLE I
Scope of Services: Consultant shall perform all professional and technical services and shall make available Consultant's own personnel, materials, and equipment necessary to perform the services and work for 3 years, as designated in Amendment 1 – Exhibit A marked "Scope of Services, Revised March 7, 2012" and Amendment 2 – Exhibit C marked "Scope of Services, Additional Monitoring 2013 - 2014" incorporated herein and made by reference a part hereof (hereinafter referred to as the "Work").

ARTICLE III
Term: This Agreement shall be amended to extend for two (2) years, and shall expire Three (3) years from the date of the execution of the original Agreement.

ARTICLE IV

Compensation for Services: County promises and agrees to pay the Consultant for satisfactory performance under Amendment 1 – Exhibit A marked "Scope of Services, Revised March 7, 2012" and Amendment 2 – Exhibit C marked "Scope of Services, Additional Monitoring 2013 - 2014". The total payment pursuant to this Agreement shall be amended to increase the total amount by **One Hundred Thousand Four Hundred Fifty Dollars ($100,450)**. The total payment under this Agreement to Consultant SHALL NOT EXCEED **One Hundred Forty Six Thousand Two Hundred Fifty Dollars ($146,250).** Payment shall be made within forty-five days following County's receipt and approval of invoice(s) detailing a description of "Work" performed in accordance with Amendment 1 – Exhibit A marked "Scope of Services, Revised March 7, 2012" and Amendment 2 – Exhibit C marked "Scope of Services, Additional Monitoring 2013 - 2014"

All other sections of the Agreement No. 012E-A-11/12-PA, dated the 25th day of January, 2012, the First Amendment made and entered into the 29th day of March, 2012 shall remain unchanged and in full force.

Requesting Contract Administrator Concurrence:

By:_____   Dated:_____
     Greg Stanton
     Deputy Director
     Environmental Management

Requesting Division Manager Concurrence:

By:_____   Dated:_____
     Gerri Silva
     Director
     Environmental Management

Requesting Department Head Concurrence:

By:_____   Dated:_____
     Kimberly Kerr
     Interim Director
     Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No. 012E-A-11/12-PA the day and year last below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

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

By: _____   Dated: _____
Deputy Clerk

- - CONSULTANT - -

Dated: _____

By: _____
Patrick F. Dunn, President
Dunn Environmental, Inc.

ATTEST

Dated: _____

By: _____
Corporate Secretary
Dunn Environmental, Inc.

(MLW)   332-S1210 – Amd 2