



**Third Amendment to Agreement No. 025-A-09/10-BOS  
Between the County of El Dorado and  
Bryan A. Stirrat & Associates, Inc.**

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**THIS THIRD AMENDMENT TO AGREEMENT NO. 025-A-09/10-BOS** 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 Bryan A. Stirrat & Associate Inc., whose principal place of business is 1360 Valley Vista Drive, Diamond Bar, California 91765 (hereinafter referred to as "Consultant") hereby amends the Agreement as follows:

**WITNESSETH**

**WHEREAS**, County has determined that based on the site conditions and the extent of work that was not included in the Final 100% Remedial Design provided to the County by the Forest Service, the fee schedule and contract term shall be revised, the parties hereto have mutually agreed to amend Article IV.

**NOW, THEREFORE**, County and Consultant mutually agree that Contract No. 025-A-09/10-BOS be amended a third time as follows:

**ARTICLE IV**

**Compensation for Services:**

- A.** For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked, individuals' name and position) on a time basis. Payments shall be made within sixty (60) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit "A" marked "Revised Cost Breakdown" attached hereto and incorporated herein.
- D.** The total payment pursuant to this Agreement shall be amended to increase the total amount by Two Hundred Thirty One Thousand Nine Hundred Forty Dollars (\$231,940). The total payment under this Agreement to Consultant **SHALL NOT EXCEED One Million Three Hundred Ninety Seven Thousand Nine Hundred Ten Dollars (\$1,397,910)**.

All other sections of the Agreement No. 025-A-09/10-BOS, dated the 1<sup>st</sup> day of June, 2010, the First Amendment to Agreement No. 025-A-09/10-BOS, dated the 14<sup>th</sup> day of December, 2010, and the Second Amendment to Agreement No. 025-A-09/10-BOS, dated the 15<sup>th</sup> day of November, 2011, shall remain unchanged and in full force.

Corporate

**REQUESTING DEPARTMENT CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Gerri Silva, M.S., REHS**  
**Director**  
**Environmental Management Department**

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Agreement No. 025-A-09/10-BOS the day and year first below written.

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**John R. Knight, Chair**  
**Board of Supervisors**  
**County of El Dorado**

**ATTEST:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Suzanne Allen de Sanchez**  
**Clerk of the Board of Supervisors**

- - CONSULTANT - -

By: \_\_\_\_\_  
**Bryan A. Stirrat & Associates**  
**Bryan Stirrat, President**  
**“Consultant”**

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

By: \_\_\_\_\_  
**Corporate Secretary**

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