



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

THIS SIXTH 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 & Associates Inc., a California Corporation, now operating as Tetra Tech BAS, Inc., dba Bryan A. Stirrat & Associates, 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 in order to complete the Cap System, French Drain and Landfill Gas Emission Control System Operable Unit 1 at the Meyers Landfill, said project shall extend to the end of 2014, the fee schedule and contract term shall be revised, the parties hereto have mutually agreed to amend **Article III Term, Article IV Article Compensation for Services, and Article and XIV Notice to Parties.**

WHEREAS, Bryan A. Stirrat & Associates, Inc., has been acquired by Tetra Tech BAS, effective May 20, 2011.

WHEREAS, ARTICLE X, Assignment and Delegation, of the Agreement prohibits Bryan A. Stirrat & Associates, Inc. from assigning services to be provided without the prior written consent of the County; and

WHEREAS, Bryan A. Stirrat & Associates, Inc., has requested that County accept work under Agreement by Tetra Tech BAS, Inc., dba Bryan A. Stirrat & Associates, Inc., and approve the assignment of the Agreement from Bryan A. Stirrat & Associates, Inc. to Tetra Tech BAS, Inc., dba Bryan A. Stirrat & Associates, Inc.; and

WHEREAS, Bryan A. Stirrat & Associates, Inc., will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of Agreement No. 025-A-09/10-BOS, for all services performed prior to the acquisition; and

WHEREAS, notwithstanding the assignment, Bryan A. Stirrat & Associates, Inc., acknowledges and agrees that all existing indemnity and insurance obligations of Bryan A. Stirrat & Associates, Inc., will remain in full force and effect as set forth in the Agreement for all services performed prior to the acquisition; and as thereafter required by the Agreement; and

WHEREAS, Tetra Tech BAS, Inc., , dba Bryan A. Stirrat, Inc., will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of Agreement, effective May 20, 2011; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIV, Notice to Parties**; and

NOW, THEREFORE, the parties mutually agree to amend Agreement No. 025-A-09/10-BOS a sixth time, and County approves the assignment of the Agreement from Bryan A. Stirrat & Associates, Inc., to Tetra Tech BAS, Inc., dba Bryan A. Stirrat & Associates, Inc., on the following terms and conditions:

ARTICLE III

Term: This Agreement shall be amended to extend for one (1) additional year, expiring on December 31, 2014.

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 - Sixth Amendment" attached hereto and incorporated herein.

- D. The total payment pursuant to this Agreement shall be amended to increase the total amount by Fifty Thousand Dollars (\$50,000). The total payment under this Agreement to Consultant SHALL NOT EXCEED **One Million Five Hundred Fifty-Three Thousand Eight Hundred Forty Dollars (\$1,553,840)**.

ARTICLE XIV

Notice to Parties: 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 in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Environmental Management Division
Greg Stanton, Deputy Director
2850 Fairlane Court
Placerville, CA 95667
Or to such other location as the County directs.

Tetra Tech Bas, Inc.
dba Bryan A. Stirrat & Associates, Inc.

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Notices to Consultant shall be addressed as follows:

Tetra Tech BAS, Inc., dba
Bryan A. Stirrat & Associates, Inc.
1360 Valley Vista Drive
Diamond Bar, CA 91765
Attn: Bryan A. Stirrat, President

All other sections of the Agreement No. 025-A-09/10-BOS, dated the 1st day of June, 2010, the First Amendment to Agreement No. 025-A-09/10-BOS, dated the 14th day of December, 2010, the Second Amendment to Agreement No. 025-A-09/10-BOS, dated the 15th day of November, 2011, the Third Amendment to Agreement No. 025-A-09/10-BOS, dated the 17th day of April, 2012, the Fourth Amendment to Agreement No. 025-A-09/10-BOS, dated the 18th day of December, 2012, and the Fifth Amendment to Agreement No. 025-A-09/10-BOS dated the 7th day of May, 2013, shall remain unchanged and in full force.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Greg Stanton
Deputy Director
Environmental Management Division
Community Development Agency

Requesting Division Director Concurrence:

By: _____ Dated: _____
Gerri Silva
Environmental Management Division Director
Community Development Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Kimberly A. Kerr, Acting Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Agreement No. 025-A-09/10-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

- - CONSULTANT - -

Tetra Tech BAS, Inc. dba
Bryan A. Stirrat & Associates Inc.
(A CALIFORNIA CORPORATION)

By: _____
Bryan Stirrat, President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

**SIXTH AMENDMENT TO AGREEMENT No. 025-A-09/10-BOS
MEYERS LANDFILL CONSTRUCTION MANAGEMENT AND CONFIRMATION SAMPLING
REVISED COST BREAKDOWN
Tetra Tech BAS, Inc. dba Bryan A. Stirrat & Associates, Inc.**

Work Item	Task	Div. Engineer	Proj Mgr.	Constr. Inspector	Env. Spec. I	CADD Designer	CADD Operator	Tech II	Adm Assistant	Total Hours	Total Labor Cost	Analytical Lab	Other Direct Costs	Reimb (Travel) Expenses	Vehicle Use	TOTAL COSTS
		hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.		cost+ 10%	cost+ 10%	U.S. Gov. Rates	cost+ 5%	
		\$190	\$167	\$123	\$98	\$119	\$71	\$66	\$86							
Pre-Construction Activities	100	8	40	20	60				8	136	\$17,228		\$922			\$18,150
Construction Management & Engineering Support Activities	200	60	510	1200					96	1866	\$252,426		\$12,599	\$23,325	\$20,400	\$308,750
Confirmation Monitoring, Sampling and Analyses	300							100		100	\$6,600	\$127,500	\$2,521	\$1,879	\$1,500	\$140,000
Remedial Action Construction Completion Certification Report	400	8	40		80	8			16	152	\$18,368		\$932			\$19,300
Post Closure OMM	500	2	8		20	4			4	38	\$4,496		\$204			\$4,700
Original Project Estimate																\$490,900
Reduction of Anticipated Expenditures based on Existing Conditions				-200				-100	-70	-370	(\$37,220)			-\$1,879	-12,681	(\$51,780)
Additional Pre-Construction Activities	100	6	48	40	40					134	\$17,996		\$254			\$18,250
French Drain Revision	200	2	30	10		24			8	74	\$10,164		\$86			\$10,250
Additional Project Manager Time to Address Changed Conditions	200	50	340							390	\$66,280					\$66,280
Winterization Plan Preparation	200	6	50			60			8	124	\$17,318		\$182			\$17,500
Construction Management & Engineering Support Activities for Winter and 2011	200	66	460	800					80	1406	\$194,640		\$8,835	\$19,525	\$17,000	\$240,000
First Budget Adjustment Estimate																\$300,500
10% Contingency - Allocation of Hours	200	60	240	200	24					524	\$78,432		\$708			\$79,140
First Amended Contract Budget																\$870,540
Additional Pre-Construction Activities 2011	100	110	162		20	40	72		16	420	\$61,162					\$61,162
Additional Construction Management to Address Changed Conditions 2011	200	60	560	950	56	-24	8		-60	1550	\$219,810		\$1,792	\$1,900	\$2,550	\$226,052
Confirmation Monitoring, Sampling and Analyses	300		8	40	20					68	\$8,216					\$8,216
Second Budget Adjustment Estimate																\$295,430
Adjusted 2011 Allocations	100	-6.5	-40		-15	40	-19		-8	-48.5	(\$6,662)		\$1,825			(\$4,837)
Adjusted 2011 Allocations	200	-4	168			-40			-30	94	\$19,956		-\$20,909	\$25,250	-\$16,000	\$8,297
Adjusted 2011 Allocations	300				-20					-20	(\$1,960)	\$2,521	-\$2,521		-\$1,500	(\$3,460)
2011 Allocation Adjustment																\$ -

SIXTH AMENDMENT TO AGREEMENT No. 025-A-09/10-BOS
MEYERS LANDFILL CONSTRUCTION MANAGEMENT AND CONFIRMATION SAMPLING
REVISED COST BREAKDOWN
Tetra Tech BAS, Inc. dba Bryan A. Stirrat & Associates, Inc.

EXHIBIT A

Work Item	Task	Div. Engineer	Proj Mgr.	Constr. Inspector	Env. Spec. I	CADD Designer	CADD Operator	Tech II	Adm Assistant	Total Hours	Total Labor Cost	Analytical Lab	Other Direct Costs	Reimb (Travel) Expenses	Vehicle Use	TOTAL COSTS
		hr. \$190	hr. \$167	hr. \$123	hr. \$98	hr. \$119	hr. \$71	hr. \$66	hr. \$86			cost+ 10%	cost+ 10%	U.S. Gov. Rates	cost+ 5%	
SWPPP Annual Update and Compliance Report	700	12	56			32			16	116	\$16,816		\$799			\$17,615
Additional Construction Management to Address Changed Conditions 2012	200	40	310	700					50	1100	\$149,770		\$7,499	\$35,165	\$5,400	\$197,834
Additional Remedial Action Construction Completion Report Costs	400	4	24	60		24			8	120	\$15,692		\$799			\$16,491
Third Amendment Contract Budget																\$231,940
Phase 100 - Balance Allocations	100	-15.5	-11	-1	-0.5	-0.75	-0.5		-1.75	-31	(\$5,229)		-\$17			(\$5,246)
Phase 200 - Balance Allocations	200	21	179.75	1	-18	-10	-8		-50	115.75	\$26,309		-\$4,450	-\$17,600	-\$1,500	\$2,759
Phase 300 - Balance Allocations	300		-4	-3.5							(\$1,069)	-\$150				(\$1,248)
Phase 400 - Balance Allocations	400	1	8	40	-72						(\$810)		-\$1,726			(\$2,336)
Phase - 500 - Balance Allocations	500			3							\$369					\$369
Phase 700 - Balance Allocations	700	21	10			-2			-10	19	\$4,562		-\$760	\$1,400	\$500	\$5,702
Fourth Budget Adjustment Estimate																\$ -
Additional Construction Management to Implement Repairs & 2013-2014 Winterization	800	40	200	200					40	480	\$69,040			\$14,180	\$4,000	\$87,220
SWPPP Annual Update and Compliance Report	900	18	66			20			8	112	\$17,510			\$1,000	\$200	\$18,710
Fifth Budget Adjustment Estimate																\$105,930
Phase 200 - 2013 Allocation Adjustment	200					-0.34			-5.06		(\$476)		-\$2,241	-\$3,437	-\$1,755	(\$7,909)
Phase 400 - 2013 Allocation Adjustment	400	8	117.5	47		-32			-12.75		\$22,019		\$535			\$22,554
Phase 500 - 2013 Allocation Adjustment	500	-2	-1.5		-20	-0.5			-4		(\$2,994)		-\$204			(\$3,198)
Phase 700 - 2013 Allocation Adjustment	700														-\$401	(\$401)
Phase 800 - 2013 Allocation Adjustment	800	-22.5	88	115					-28.5		\$22,115			-\$164	-\$3,470	\$18,481
Phase 900 - 2013 Allocation Adjustment	900	46.5	86			-16.5			-8		\$20,546				-\$73	\$20,472
Sixth Budget Adjustment Estimate																\$50,000
Hour Totals		569	3462.75	4059.5	194.5	175.25	52.5		128.25	7973.5						
Revised Anticipated Cost Totals		\$108,110	\$578,279	\$499,319	\$19,061	\$20,855	\$3,728		\$11,030		\$1,129,528	\$129,872	\$9,574	\$104,145	\$19,869	\$1,553,840

Original Contract Items
Out of Scope Work 2010
Anticipated Out of Scope Work 2011
Allocation of 10% Contingency Included in First Contract Amendment
Actual Out of Scope Work 2011 + Winter 11-12

Adjusted 2011 Allocations
2012 Allocation Adjustment
Anticipated Out of Scope Work 2013
2013 Allocation Adjustment