

**BST Services, Inc.
doing business as**

Blain Stumpf Trucking

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 10-52947

THIS FIRST AMENDMENT to that Agreement for Services # AGMT 10-52947 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 BST Services, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Blain Stumpf Trucking, whose principal place of business address is 5561 Davidson Road, Placerville, California 95667, and whose mailing address is Post Office Box 231, Shingle Springs, California 95682 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide trucking services to transport road materials for various maintenance projects for the Department of Transportation pursuant to Agreement for Services # AGMT 10-52947, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-52947 to extend the expiration date of June 28, 2012 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-52947 to increase the not-to-exceed compensation amount of the Agreement by \$250,000, 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 First Amendment to Agreement for Services # AGMT 10-52947, as follows:

ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective on June 29, 2010 and shall expire three (3) years thereafter.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: For services provided herein including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and acceptance of each work assignment monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$590,000, inclusive of all Work Orders, costs and expenses.


Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 10-52947 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Don Spear
Highway Superintendent,
Maintenance & Operations Division
Department of Transportation

Dated: 9/9/11

Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 9/5/11

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 10-52947 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

--BST SERVICES, INC.
d b a
BLAIN STUMPF TRUCKING--

By: _____ Dated: _____

Blain Stumpf
President
"Contractor"

By:  Dated: 9/14/11

Marcia A. Stumpf
Corporate Secretary