

Global Labs, Inc.
doing business as
California Laboratory Services

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2098

THIS FIRST AMENDMENT to that Agreement for Services #2098 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 Global Labs, Inc., a corporation duly qualified to conduct business in the State of California, doing business as California Laboratory Services, a California Small Business, Number 2916, whose principal place of business is 3249 Fitzgerald Road, Rancho Cordova, California 95742 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide analysis of groundwater, surface water, storm water, wastewater, soil, hazardous materials, and hazardous waste sample testing for the Environmental Management Department pursuant to Agreement for Services #2098, dated March 13, 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 expiration date of March 12, 2021 for three (3) additional 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 \$300,000, for a total not-to-exceed amount of \$600,000 amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's invoice recipient information, 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 on the following terms and conditions:

- I. All references to Community Development Services, Environmental Management Department shall read Environmental Management Department.
- II. All references to Community Development Services, Administration and Finance Division shall read Chief Administrative Office

III. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire six (6) years thereafter.

IV. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered. Payments made prior to thirty (30) days will receive a two percent (2%) discount.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B. The parties recognize that in the performance of this Agreement, Consultant may be required to perform tests or may be required to employ test methods not listed on Exhibit B. In such cases, Consultant shall be compensated at a price mutually agreed upon in writing by Contract Administrator and Consultant, and consistent with the prevailing market rate for such test or method.

The total amount of this Agreement, as amended, shall not exceed \$600,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any COC forms required by this Agreement that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Monica Smithcamp

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and COC forms required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or COC forms are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #2098 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #2098 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

**-- GLOBAL LABS, INC.
doing business as
CALIFORNIA LABORATORY SERVICES --**

By: _____

Dated: _____

Scott Furnas
President and Corporate Secretary
"Consultant"