

Five Star Automotive

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4746

THIS FIRST AMENDMENT to that Agreement for Services #4746 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 Five Star Automotive, a general partnership duly qualified to conduct business in the State of California, whose principal place of business is 2119 Ruth Avenue, South Lake Tahoe, California 96150 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide automotive repair and maintenance service for the Department of Transportation pursuant to Agreement for Services #4746, dated April 21, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$130,000 for a total not-to-exceed amount of \$200,000, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **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 in individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the written estimate, unless County's Contract Administrator amends the work assignment.

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

The total amount of this Agreement, as amended, shall not exceed \$200,000, inclusive of all Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Invoices which include charges for parts or materials furnished by Contractor shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Ashley Johnson, Department Analyst
Maintenance and Operations Division

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables 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 are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #4746 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4746 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

-- FIVE STAR AUTOMOTIVE --

By: _____ Dated: _____

Steven N. Curtis
Partner
"Contractor"

By: _____ Dated: _____

Nancy J. Curtis
Partner
"Contractor"