

Joe Vicini, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4152

THIS FIRST AMENDMENT to that Agreement for Services #4152 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 Joe Vicini, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 315 Placerville Drive, Placerville, California 95667 and whose mailing address is Post Office Box 206, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide maintenance services at the Union Mine Disposal Site or any other County owned landfill for the Environmental Management Department, pursuant to Agreement for Services #4152, dated July 31, 2019, incorporated herein and made by reference a part hereof.

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$200,000, for an updated not-to-exceed amount of \$500,000, and to update County's invoice recipient information amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator, amending **ARTICLE XXIII, Notice to Parties**, and **ARTICLE XXXIX, Contract Administrator**;

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, Sections G. and H., are amended in their entirety to read as follows:

G. 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
Administrative Analyst

or to such other location as County directs.

H. The total compensation for services under this Agreement, as amended, shall not exceed \$500,000, inclusive of all costs, expenses, and Work Orders. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

II. **ARTICLE XXIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIII

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
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Jeffrey Warren
Interim Director

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Joe Vicini, Inc.
P.O. Box 206
Placerville, California, 95667

Attn.: Gordon Vicini, President

or to such other location as Contractor directs.

III. **ARTICLE XXXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Interim Director, Environmental Management Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #4152 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4152 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- JOE VICINI, INC. --

By: *Gordon J Vicini*
Gordon J Vicini (Jun 17, 2021 12:43 PDT)

Dated: 06/17/2021

Gordon J. Vicini
President
"Contractor"

By: *Tammy Vicini Esteve*
Tammy Vicini Esteve (Jun 15, 2021 11:43 PDT)

Dated: 06/15/2021

Tami Vicini Esteve
Corporate Secretary