

**BST Services, Inc.
doing business as
Blain Stumpf Trucking**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #631-S1311

THIS FIRST AMENDMENT to that Agreement for Services #631-S1311 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");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide trucking services to transport road materials for various Community Development Agency maintenance projects pursuant to Agreement for Services #631-S1311, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend Agreement for Services #631-S1311 to increase the not-to-exceed compensation amount of the Agreement by \$150,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXVII, Taxes**; **ARTICLE XXVIII, Audit by California State Auditor**; **ARTICLE XXIX, No Third Party Beneficiaries**; and **ARTICLE XXX, Counterparts**, to reflect updated County contracting provisions;

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, as follows:

ARTICLE III, Compensation for Services, the third paragraph is amended in its entirety to read as follows:

**ARTICLE III
Compensation for Services:**

The total amount of this Agreement, as amended, shall not exceed \$550,000, inclusive of all Work Orders, costs and expenses.

The Agreement is further amended to add the following Articles:

ARTICLE XXVII

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXVIII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXVIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Agreement for Services #631-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

Don Spear
Deputy Director
Maintenance and Operations Unit
Transportation Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____

Bard R. Lower
Transportation Division Director
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____

Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #631-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
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: _____

Marcia A. Stumpf
Corporate Secretary