

Five Star Automotive

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7137

THIS FIRST AMENDMENT to that Agreement for Services #7137 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 services for County vehicles in the South Lake Tahoe Basin on an as-needed basis for the Department of Transportation pursuant to Agreement for Services #7137, dated March 7, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update work order language, amending **ARTICLE I, Scope of Work**;

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 I, Scope of Work, Paragraph Five**, is replaced in its entirety to read as follows:

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Contractor. For each work assignment, Contractor shall provide a written quote to County's Contract Administrator which shall identify the specific vehicle or equipment to be repaired, a description of the work, names of any and all subcontractors, any deliverables, including reports or other documents to be supplied in connection with the work. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each as-needed work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work

performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the written estimate. In the event of additional work required beyond the scope of the initial estimate, a new Work Order may be issued, dated after the initial commencement of work, to account for all work and authorize payment by County.

Except as herein amended, all other parts and sections of Agreement for Services #7137 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7137 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
General Partner
"Contractor"

By: _____ Dated: _____
Nancy J. Curtis
General Partner