

## **Five Star Automotive**

### **SECOND AMENDMENT TO AGREEMENT FOR SERVICES #7137**

**THIS SECOND 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, and First Amendment to Agreement for Services #7137, dated February 25, 2025, 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 Second Amendment to Agreement for Services #7137 on the following terms and conditions:

- I. ARTICLE I, Scope of Work, Paragraph Five**, is replaced 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 estimate to County's Contract Administrator, or designee, which shall identify the specific vehicle or equipment to be repaired and a description of the work with an estimated cost for the identified work. Upon receipt and approval of each estimate, County's Contract Administrator will issue a separate written Work Order to Contractor for each as-needed work assignment with a description of the work or other services to be performed, 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 approval and full execution of the Work Order or beyond the 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 additional work is identified and required after commencement of repairs or service, a new Work Order may be issued, dated after the initial commencement of work, to account for the additional work and authorizing 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 Second 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