

AGREEMENT FOR SERVICES #479-S1211  
AMENDMENT I

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This Amendment I to that Agreement for Services #479-S1211, 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 Sierra Office Systems and Products, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 9950 Horn Road, Suite 5, Sacramento, CA 95827; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County for the design, reconfiguration, purchase, and installation of Maxon systems furniture, and related services on an “as requested” basis, in accordance with Agreement for Services #479-S1211, dated March 23, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to revise the discount structure of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XIII – Notice to Parties** and **ARTICLE XXII – Administrator**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #479-S1211 shall be amended a first time as follows:

### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor in arrears upon County acceptance of product delivered and services rendered on a per project basis. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing product ordered and services rendered. Partial payment for the purchase of products only may be made with the concurrence of the Chief Administrative Officer.

For the purposes hereof, the billing rate for the purchase of products shall be discounted by the percent off list price in accordance with Exhibit "B," marked "Discount Structure," incorporated herein and made by reference a part hereof. Design and specifications shall be billed at Fifty Five Dollars (\$55.00) per hour for project programming and reconfigurations. Consultations performed by salesperson will be provided at no charge. Billing up to ten (10) hours of design time will be waived when new product is purchased. If product is not purchased, design time to be billed for time incurred at Fifty Five Dollars (\$55.00) per hour.

Installation services shall be billed at Fifty Five Dollars (\$55.00) per man-hour on public works projects requiring the payment of prevailing wage. Only Sierra Office Systems and Products Inc.'s employees are to be used on projects under this Agreement unless prior written approval is granted by the County for the use of subcontractors.

Contractor will not bill County for Technical assistance requested not in accordance with standard call-backs and follow-ups.

Reconfiguration, disassembly, and reassembly services will be billed at Fifty Five Dollars (\$55.00) per hour.

Storage, if any, shall be billed at One Dollar and Fifty Cents (\$1.50) per square foot, per month, or at a rate mutually agreed to between the Contractor and the County Purchasing Agent. Product is palletized and stored separately for use only on County of El Dorado projects.

In the event the County requests an expedited shipment of goods, the Contractor will bill the County at Sixty Four Percent (64%) off manufacturer suggested retail list on the cost of product only.

The total amount of this Agreement shall not exceed \$300,000.00.

### **ARTICLE XIII**

**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 addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Ashley Boyd, Department Analyst

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA OFFICE SYSTEMS AND PRODUCTS, INC.  
9950 Horn Road, Suite 5  
Sacramento, CA 95827  
ATTN: Mike Kipp, President

Or to such other location as the Contractor directs.

**ARTICLE XXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Ashley Boyd, Department Analyst, Chief Administrative Office, or successor; with each individual Department Head being responsible for administering the progress of their project(s) and the appropriateness of payment to Contractor for services provided.

Except as herein amended, all other parts and sections of that Agreement #479-S1211 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Ashley Boyd  
Department Analyst  
Chief Administrative Office

Dated: \_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #479-S1211 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

SIERRA OFFICE SYSTEMS, INC.  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Mike Kipp  
President  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary

## Exhibit "B"

### Discount Structure

Order Size – List Price	Current Discount off List Price	Proposed Discount off List Price
\$1 - \$7,999	66.0%	66.0%
\$8,000 - \$29,999	66.0%	69.0%
\$30,000 – 94,999	66.0%	76.0%
\$95,000 - \$284,999	66.0%	78.0%
\$285,000 - \$724,999	66.0%	80.0%
\$725,000 +	66.0%	81.5%