

Mother Lode Van & Storage, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4513

THIS FIRST AMENDMENT to that Agreement for Services #4513 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 Mother Lode Van & Storage, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11255 Pyrites Way, Suite 400, Rancho Cordova, California 95670 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide moving services and modular furniture disassembly, inventory, removal, reinstallation services, and collection and disposal services for County surplus property on an as needed basis for various County facilities pursuant to Agreement for Services #4513, dated February 18, 2020, 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 the scope of work by removing the Work Order requirement, amending **ARTICLE I, Scope of Services, ARTICLE III, Compensation for Services, ARTICLE XXI, Fiscal Considerations, and ARTICLE XXII, Default, Termination, and Cancellation;**

WHEREAS, the parties hereto desire to amend the Agreement to change oversight of the Agreement from El Dorado County Chief Administrative Office, Facilities Division to El Dorado County Chief Administrative Office, Procurement and Contracts Division, including the address and recipient for invoice submission, amending **ARTICLE III, Compensation for Services;**

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$120,000 for a total not-to-exceed amount of \$192,000, amending **ARTICLE III, Compensation for Services;**

WHEREAS, the parties desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XXIII, Notice to Parties;**

WHEREAS, the parties desire to amend the Agreement to update County's Contract Administrator, amending **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. All references to El Dorado County Chief Administrative Office, Facilities Division throughout the Agreement are replaced and substituted with El Dorado County Chief Administrative Office, Procurement and Contracts Division.
- II. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I
Scope of Services:

Moving, furniture disassembly, and reinstallation services

Contractor agrees to furnish the personnel and equipment necessary to provide moving services and modular furniture disassembly, inventory, removal, and reinstallation services on an as requested basis for County facilities both on the East Slope and West Slope of El Dorado County. Services for purposes of this Agreement shall not include the design, purchase, installation of new Maxon systems furniture because those services are handled under separate contract.

Contractor shall not commence work for services described in the previous paragraph unless requested by the requesting department. Any County Department may request services. The requesting department may request work via verbal communication, provided that the requesting department subsequently provide confirmation of that request via email to Contractor with a copy provided to County Contract Administrator. For each work assignment described in the previous paragraph, Contractor shall provide a written quote to the requesting department, including a description of the work, any required deliverables, proposed timelines, and a not-to-exceed cost to complete the work.

Surplus collection and disposal services

Contractor agrees to furnish personnel, equipment, and services necessary to collect and dispose of County surplus property deemed to be beyond economical repair or of little to no value to County. Services shall include surplus property disassembly, removal, and disposal services (hereafter "surplus services") that are requested by County Contract Administrator for County facilities both on the East Slope and West Slope of El Dorado County.

The Chief Administrative Office, Procurement and Contracts Division shall coordinate all departmental requests for surplus services provided pursuant to this Agreement. The requesting department must approve all surplus services, including proposed timelines, prior to the placement of any orders for services.

Contractor shall not commence work related to surplus services unless requested by County Contract Administrator. County Contract Administrator may request work via verbal communication, provided that the requesting department subsequently provide confirmation of that request via email to Contractor. For each work assignment for surplus services Contractor shall provide to County

Contract Administrator a quote, including a description of the work, any required deliverables, proposed timelines, and a not-to-exceed cost to complete the work.

General requirements

Contractor must employ all drivers as employees who are covered by Worker's Compensation insurance and subject to the Federal Motor Carrier Safety Administration's (FMCSA) alcohol and drug testing rules for drivers who possess commercial driver's licenses in good standing. If the vehicle being used for moving services requires a Class "A" commercial California driver's license, the driver's license must also be in good standing, in accordance with the California Vehicle Code and in compliance with all federal regulations.

All services shall comply with current California State Division of Industrial Safety Orders and the Occupational Safety and Health Administration.

The contents of desk and table drawers, supply cabinets, shelf units, and bookcases will be removed by County, prior to property being disposed of.

III. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$192,000 inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall invoice requesting departments individually, at the address referenced in each service request.

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXII, Default, Termination, and Cancellation, herein.

- IV. **ARTICLE XXI, Fiscal Considerations**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

- V. **ARTICLE XXII, Default, Termination, and Cancellation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

VI. 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
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Rick Blake
Senior Buyer

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
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:

Mother Lode Van & Storage, Inc.
11255 Pyrites Way, Suite 400
Rancho Cordova, California 95670

Attn.: Brian S. Larson, President
or to such other location as Contractor directs.

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

ARTICLE XXXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Rick Blake, Senior Buyer, Procurement and Contracts Division, Chief Administrative Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #4513 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4513 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- MOTHER LODE VAN & STORAGE, INC. --

By: _____

Dated: _____

Brian S. Larson
President
"Contractor"

By: _____

Dated: _____

Mark A. Larson
Treasurer