

# Mother Lode Van & Storage, Inc.

## FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8415

**THIS FIRST AMENDMENT** to that Agreement for Services #8415 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, reassembly services, and collection and disposal services for County surplus property on an as-needed basis for various County facilities both on the East Slope and West Slope of El Dorado County, pursuant to Agreement for Services #8415, dated February 7, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, on January 26, 2024, Contractor was acquired by ABWD-1, Inc. and its shareholders Louis C. Lane Jr., Erin K. Lane, and Rachel L. Mendoza through a stock purchase agreement. ABWD-1, Inc. is a holding company that exists solely to own the stock of the Contractor. The services listed in Agreement for Services #8415 will continue to be provided by Mother Lode Van & Storage, Inc.;

**WHEREAS, ARTICLE XXIII, Assignment and Delegation**, of the Agreement prohibits Contractor from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

**WHEREAS**, Contractor executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto ABWD-1, Inc. all of Contractor's rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Contractor's assignment agreement is incorporated herein as Exhibit D, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit D;

**WHEREAS**, Contractor has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to ABWD-1, Inc.;

**WHEREAS**, ABWD-1, Inc. acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

**WHEREAS**, ABWD-1, Inc. shall assume all Contractor's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing as-needed moving services, and surplus collection and disposal services, including all guarantees and warranties for work previously provided by Contractor under Agreement for Services #8415;

**WHEREAS**, County will accept this First Amendment to Agreement for Services #8415 on condition that ABWD-1, Inc. assumes and fulfills the terms and conditions of this First Amendment, and the Agreement;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$70,000, for a revised not-to exceed compensation amount of \$270,000, and add language for services not specifically listed in Exhibit A, Rate Schedules, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles to include updated contract provisions;

**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 for Services #8415 on the following terms and conditions:

- I. ABWD-1, Inc. assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this First Amendment. County hereby accepts this assignment to, and assumption by, ABWD-1, Inc. All services shall continue to be provided by Mother Lode Van & Storage, Inc.
- II. **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 receipt and approval of invoices detailing the services rendered.

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

Any services not specifically listed in Exhibit A, shall be quoted on a per job basis and approved by requesting County Department, via written quote including description of the work, any required deliverables, proposed timelines, and a not-to-exceed cost to complete the work.

The total amount of this Agreement shall not exceed \$270,000, inclusive of all work assignments and amended work assignments, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through work assignments.

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, in the format specified, the 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 XXVI, Default, Termination, and Cancellation, herein.

**III. The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

**ARTICLE XXVI**

**Default, Termination, and Cancellation:**

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

- 2. If County terminates this Agreement, in whole or in part, for default:
  - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter

become due to Contractor, the excess costs to procure from an alternate source.

County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

- b. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect;
- c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
- d. A violation of ARTICLE XXXVII, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately 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 or any work assignment issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the work assignment or the total amount of the Agreement, as applicable. 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. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XXVII**

**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 triplicate and addressed as follows:

To County:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Rick Blake  
Senior Buyer

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO  
Procurement and Contracts Manager

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Tyler Prince  
Senior Administrative Analyst

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.: Louis C. Lane Jr.  
Chief Executive Officer

or to such other location as Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #8415 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #8415 on the dates indicated below.

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

By: \_\_\_\_\_

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

Purchasing Agent  
Chief Administrative Office  
"County"

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

By: \_\_\_\_\_

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

Brain S. Larson  
Chief Executive Officer  
"Contractor"

By: \_\_\_\_\_

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

Brain S. Larson  
Corporate Secretary

**-- ABWD - 1, INC. --**

By: \_\_\_\_\_

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

Louis C. Lane Jr.  
Chief Executive Officer  
"Contractor"

By: \_\_\_\_\_

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

Louis C. Lane Jr.  
Chief Financial Officer

## Mother Lode Van & Storage, Inc.

### Exhibit D

#### **ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Mother Lode Van & Storage, Inc. ("Assignor/Contractor"), a California corporation duly qualified to conduct business in the State of California and ABWD-1, Inc., a California corporation duly qualified to conduct business in the State of California, ("Assignee").

#### **RECITALS**

- A. Assignor is Contractor under that certain Agreement for Services #8415 with County dated February 7, 2024 (the "Service Agreement").
- B. The Service Agreement pertains to providing as-needed moving services, and surplus collection and disposal services for various County facilities both on the East Slope and West Slope of El Dorado County.
- C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.
3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is

deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
- 5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.
- 6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

**Assignor:**

**Mother Lode Van & Storage, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian S. Larson

Name: Brian S. Larson

Title: Chief Executive Officer

Title: Corporate Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Assignee:**

**ABWD-1, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Louis C. Lane Jr.

Name: Louis C. Lane Jr.

Title: Chief Executive Officer

Title: Chief Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_