

Alpine Smith, Inc.**FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 11-53342**

THIS FIRST AMENDMENT to that Agreement for Services # AGMT 11-53342 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 Alpine Smith, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2193 Eloise Avenue, South Lake Tahoe, California 96150 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide snow removal and snow staking services for various County facility parking lots, driveways, sidewalks and walkways in the Tahoe Basin pursuant to Agreement for Services # AGMT 11-53342, incorporated herein and made by reference a part hereof;

WHEREAS, County's Board of Supervisors has reassigned the core functions of the Buildings and Grounds Maintenance unit of the Department of Transportation to the Chief Administrative Office and the parties hereto desire to acknowledge this change;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 11-53342 to extend the expiration date of February 28, 2012 for two (2) additional months to April 30, 2012, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 11-53342 to increase the not-to-exceed compensation amount of the Agreement by \$24,834 for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 11-53342 to change County's notices recipients, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 11-53342 to change County's Contract Administrator, amending **ARTICLE XXIX, 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 for Services # AGMT 11-53342, as follows:

The Agreement is hereby amended such that all references to the "Department of Transportation" shall now read the "Chief Administrative Office."

ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective on November 5, 2011 and shall expire on April 30, 2012.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: Upon satisfactory performance for services provided herein County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates for snow removal services and snow staking services shall be paid \$12,417 monthly in arrears.

Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of the Contractor to invoice for same.

The total amount of this Agreement shall not exceed \$74,502, inclusive of all costs and expenses.

Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administrative Division - Accounts Payable

or to such other location as County directs.

ARTICLE XVI, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XVI

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
330 Fair Lane
Placerville, California 95667

Attn.: Russ Fackrell
Acting Facilities Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Alpine Smith, Inc.
2193 Eloise Avenue
South Lake Tahoe, California 96150

Attn.: Darin R. Smith, President

or to such other location as Contractor directs.

ARTICLE XXIX Contract Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Russ Fackrell, Acting Facilities Manager, Chief Administrative Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 11-53342 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____
Russ Fackrell
Acting Facilities Manager
Chief Administrative Office

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 11-53342 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

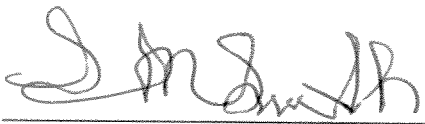
By: _____
Deputy Clerk

Dated: _____

-- ALPINE SMITH, INC --

By:  _____
Darin Smith
President
"Contractor"

Dated: 2-6-12

By:  _____
Lisette M. Smith
Corporate Secretary

Dated: 2-6-12