### W.W. Grainger, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6044

THIS FIRST AMENDMENT to that Agreement for Services #6044 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 W.W. Grainger, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 100 Grainger Parkway, Lake Forest, Illinois 60045, and whose local and mailing address is 3691 Industrial Boulevard, West Sacramento, California 95691 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide facility condition assessment services for County's Chief Administrative Office, Facilities Division pursuant to Agreement for Services #6044, dated December 13, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$6,608, to include a new fee schedule for the term of the Agreement, amending ARTICLE III, Compensation for Services, and replacing Exhibit B with Amended Exhibit B;

**WHEREAS**, the parties hereto desire to amend the Agreement to include new locations, replacing Exhibit C with **Amended Exhibit C**:

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6044 on the following terms and conditions:

- **I.** Exhibit B, Project Schedule, is replaced in its entirety with Amended Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. All references to Exhibit B, Project Schedule throughout the Agreement are substituted with Amended Exhibit B, Project Schedule.
- II. Exhibit C, Work Locations, is replaced in its entirety with Amended Exhibit C, Work Locations, attached hereto and incorporated herein by reference. All references to Exhibit C, Work Locations throughout the Agreement are substituted with Amended Exhibit C, Work Locations.

**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 herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, milestones/deliverables payments shall be in accordance with Amended Exhibit B. Percentage of completion of work as outlined in Amended Exhibit B shall be determined by County's Contract Administrator.

Subconsultants' services and outside services authorized herein shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement, as amended, shall not exceed \$146,554, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

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 Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russ Fackrell
Facilities Division Manager
or to such other location as County directs.

In the event that Consultant 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 XV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #6044 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #6044 on the dates indicated below.

## -- COUNTY OF EL DORADO--

By: _			Dated:
	Purchasing Agent Chief Administrative Office "County"		
	W. W.	G R A I N G E R,	I N C
Ву: _	Benjamin Nichols Vice President, Government "Consultant"		Dated:

# W.W. Grainger, Inc. Amended Exhibit B Project Schedule

<u>Phase</u>	Milestones/Deliverables	<u>Payment</u>
1	30% Completion Milestone: On-site Assessments	\$25,251.00
2	60% Completion Milestone: On-site Assessments	\$25,251.00
3	100% Completion Milestone: On-site Assessments	\$33,134.00
4	Deliver DRAFT Facility Condition Assessment Reports	\$22,425.00
	and Cost Data	
5	Deliver FINAL Facility Condition Assessment Reports and	\$21,833.00
	Cost Data	
6	Deliver Preventive Maintenance Schedule & Staffing Plan	\$13,995.00
7	Prepare Data Upload for CMMS Software	<u>\$4,665.00</u>
	Total Cost	<u>\$146,554.00</u>

Deliverables shall include full equipment inventory, barcode tagging, narrative condition reports (twelve [12] combined reports and nineteen [19] individual reports), reserve tables, and a Microsoft Excel workbook with all data collected. Percentage of completion shall be determined by County's Contract Administrator.

# W.W. Grainger, Inc.

# Exhibit C

## **Work Locations**

Report #	Combined Report?	Building/Department	Address	City/Town
1	EDC Fairgrounds	Historical Museum	100 Placerville Drive	Placerville
	EDC Fairgrounds	Veterans Memorial Building	130 Placerville Drive	Placerville
2	Public Safety	Public Safety Facility	200 Industrial Drive	Placerville
	Public Safety	Evidence Facility	210 Industrial Drive	Placerville
	Public Safety	Special Operations Facility	220 Industrial Drive	Placerville
	Public Safety	Shooting Range	230 Industrial Drive	Placerville
	Public Safety	Morgue	240 Industrial Drive	Placerville
3	DOT Campus 1	DOT Pole Shed	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Fleet Administration Modular	2441 Headington Rd	Placerville
	DOT Campus 1	DOT - Administration	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Vehicle Station/Equipment Repair Shop	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Storage	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Service Station	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Sign Shop	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Paint Storage	2441 Headington Rd	Placerville
4	No	Library – Cameron Park	2500 Country Club Dr	Placerville
5	No	Building C	2850 Fairlane Ct.	Placerville
6	Court Building	Old Probation (Courts Occupied)	295 Fair Lane	Placerville
	Court Building	Juvenile Hall	299 Fair Lane	Placerville
7	No	Main Jail (Placerville)	300 Forni Road	Placerville
8	FAC House	Facilities Division House 1	3000 Fairlane Ct. Ste 1	Placerville
	FAC House	Facilities Division House 2	3000 Fairlane Ct. Ste 2	Placerville
	FAC House	Facilities Division House 3	3000 Fairlane Ct. Ste 3	Placerville
9	AG Building	Agriculture Weights/Measures	311 Fair Lane	Placerville
	AG Building	Ag Annex (UC Extension-Modular)	311 Fair Lane	Placerville
10	No	Building A	330 Fair Lane	Placerville
11	No	Main Library	345 Fair Lane	Placerville
12	Airport Campus	Placerville Airport – Hanger	3501 Airport Road	Placerville
	Airport Campus	Placerville Airport	3501 Airport Road	Placerville
	Airport Campus	Placerville Airport – Vehicle Storage	3501 Airport Road	Placerville
13	No	Building B	360 Fair Lane	Placerville
14	DOT 2	DOT - Greenwood Storage	4145 Ricci Rd	Greenwood
	DOT 2	DOT - Greenwood Shop	4145 Ricci Rd	Greenwood
15	No	Greenwood Community Center	4411 Hwy 193	Greenwood
16	No	County Chamber of Commerce (Under FUA)	542 Main Street	Placerville
17	No	Library - Pollock Pines	6210 Pony Express Trail	Pollock Pines
18	No	Georgetown Airport	6245 Aerodome Way	Georgetown
19	No	West Slope Animal Shelter	6435 Capital Ave	Placerville
20	No	Pioneer Park Community Center	6740 Fairplay Road	Somerset
21	Health Complex	Health Modular	929 Spring Street	Placerville
	Health Complex	Health Department	931 Spring Street	Placerville
	Health Complex	Senior Day Care Center	935 Spring Street	Placerville
	Health Complex	PHF	935-B Spring Street	Placerville
	Health Complex	Community Services/Senior Nutrition	937 Spring Street	Placerville
	Health Complex	Health Condo # 3	941 Spring Street	Placerville
	Health Complex	Health Condo # 4	941 Spring Street	Placerville
22	No	EDH Community & Senior Center	990 Lassen Lane	El Dorado Hills

23	No	El Dorado Hills Library	7455 Silva Valley Road	El Dorado Hills
24	No	Forebay Park - Community Center	2661 Forebay Rd	Pollock Pines
25	No	SLT - Library	1000 Rufus Allen	S. Lake Tahoe
Report	Combined Report?	Building/Department	Address	City/Town
#				
26	SLT Corrections	SLT Juvenile Treatment Center (JTC)	1041 Al Tahoe Blvd.	S. Lake Tahoe
	SLT Corrections	SLT Jail - Newer	1051 Al Tahoe Blvd.	S. Lake Tahoe
	SLT Corrections	SLT Jail - Old	1051 Al Tahoe Blvd.	S. Lake Tahoe
27	No	Vector Control / CSA #3	1110 Rufus Allen	S. Lake Tahoe
28	No	SLT - Animal Control	1121 Shakori Blvd.	S. Lake Tahoe
29	No	SLT Administration - Johnson Center	1360 Johnson Blvd.	S. Lake Tahoe
30	No	DOT Garage Meyers	1121 Shakori Blvd.	S. Lake Tahoe
31	SLT Center	SLT El Dorado Center -	3368 Lake Tahoe Blvd	S. Lake Tahoe
	SLT Center	HHSA	3368 Sandy Way	S. Lake Tahoe
32	City of SLT Occupied	SLT Senior Center	3050 Lake Tahoe Blvd.	S. Lake Tahoe
	City of SLT Occupied	Historic Museum	3051 Lake Tahoe Blvd.	S. Lake Tahoe
	City of SLT Occupied	Arts Building	3062 Lake Tahoe Blvd.	S. Lake Tahoe
	CalTahoe JPA	Ambulance Services	3066 Lake Tahoe Blvd.	S. Lake Tahoe

Facilities Scheduled for complete replacement; Exclude from assessment.

Exclude DOT Office (Office & Garage sq ft) Meyers 112	21 Shakori Blvd. S. Lake Tahoe	
---	--------------------------------	--

### **Definitions:**

EDC - El Dorado County

DOT – Department of Transportation

FAC - Facilities

AG - Agriculture

PHF - Public Health Facility

EDH - El Dorado Hills

SLT - South Lake Tahoe

CSA - County Service Area

HHSA - Health and Human Service Agency