

Mother Lode Van & Storage, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7387

THIS FIRST AMENDMENT to that Agreement for Services #7387 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 (herein after 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 both on the East Slope and West Slope of El Dorado County pursuant to Agreement for Services #7387, dated February 10, 2023, 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 \$175,000, amending **ARTICLE III, Compensation for Services**;

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 #7387 on the following terms and conditions:

- I. **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 \$250,000, 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, 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 XXII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #7387 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7387 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

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

By: _____

Dated: _____

Brian S. Larson
Chief Executive Officer
"Contractor"

By: _____

Dated: _____

Brian S. Larson
Corporate Secretary