

Miller Mechanical

AGREEMENT FOR SERVICES #089-S1410

AMENDMENT III

This Amendment III to that Agreement for Services #089-S1410, 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 James Miller, doing business as Miller Mechanical, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business 4921 Marshall Road, Garden Valley, California 95633 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, Miller Mechanical was engaged by County under Agreement for Services #089-S1410 (the Agreement) to provide on-call calibration, testing, reporting, maintenance and repair services for boiler, chiller, cooling tower, air handling and heating, ventilating, refrigeration and air conditioning systems at various County-operated facilities which agreement was approved by the Purchasing Agent and executed on July 12, 2013, Amendment I dated February 27, 2014, and Amendment II dated March 1, 2015; all incorporated herein, including all attachments and exhibits thereto, and made by reference a part hereof; and

WHEREAS, Miller Mechanical incorporated under the laws of the State of California effective April 1, 2015, as Miller and Company Mechanical Services, Inc.; and

WHEREAS, by operation of this transaction, Miller and Company Mechanical Services, Inc. has assumed the remainder of all work, duties, responsibilities and obligations of Miller Mechanical under the Agreement, including but not limited to any liabilities or obligations for services to be performed by Miller and Company Mechanical Services, Inc. subsequent to the effective date of the transaction; and Miller Mechanical has remained responsible for any liabilities and obligations for services performed up to the date of the transaction, and has purchased run-off insurance to cover any potential liabilities therefor; and

WHEREAS, the parties hereto have determined and agreed to amend the Agreement, including all exhibits and attachments thereto, by substituting Miller and Company

Mechanical Services, Inc. in place of Miller Mechanical for all purposes in all references to Miller Mechanical, and also by revising **ARTICLE XIX – Notice to Parties**; and

NOW THEREFORE, the parties agree to the assignment of this Agreement for Services #089-S1410 from Miller Mechanical to Miller and Company Mechanical Services, Inc. effective April 1, 2015, and that Miller and Company Mechanical Services, Inc. assumes all duties, covenants, and obligations of Miller Mechanical under this Agreement for services performed subsequent to the effective date, and is responsible for executing the work after the effective date in accordance with all terms and conditions of the Agreement. Accordingly, the parties do hereby agree that Agreement for Services #089-S1310, including all exhibits and attachments thereto, is amended a first time as follows:

I. All references to Miller Mechanical are substituted with Miller and Company Mechanical Services, Inc.

II. **ARTICLE XIX - Notice to Parties is amended in its entirety to read:**

ARTICLE XIX

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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

MILLER AND COMPANY MECHANICAL SERVICES, INC.
3580 Ahwahnee Way
Cool, CA 95614
ATTN: James Miller, President

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #089-S1410 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____ Dated: _____
Russell Fackrell
Facilities Manager
Chief Administrative Office

Department Head Concurrence:

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Mollie Purcell
Purchasing Agent
Chief Administrative Office
"County"

-- MILLER AND COMPANY MECHANICAL SERVICES, INC. --

By: _____ Dated: _____
James Miller
President and Corporate Secretary
"Contractor"