

**ORIGINAL**

**Carnahan Electric, LTD.**

**AGREEMENT FOR SERVICES #570-S1410**

**AMENDMENT I**

**THIS AMENDMENT I**, to that Agreement for Services #570-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 Carnahan Electric, LTD., a Nevada Corporation duly qualified to conduct business in the State of California, whose principal place of business is 6391 Capitol Avenue, Suite A, Diamond Springs, California 95619 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide on-call electrical maintenance and repair services for various County-operated facilities for the Chief Administrative Office, Facilities Division; in accordance with Agreement for Services #570-S1410, dated April 28, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total amount of said Agreement by \$30,000.00 for a new not-to-exceed amount of \$90,000.00, hereby amending **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXIX – Contractor Registration**, **ARTICLE XL – Conflict of Interest** and **ARTICLE XLI – Nondiscrimination**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #570-S1410 shall be amended a first time as follows:

**ARTICLE III – Compensation for Services third paragraph is amended in its entirety to read as follows:**

The total amount of this Agreement, as amended, shall not exceed \$90,000.00, inclusive of all Work Orders, costs and expenses.

**ARTICLE XXXIX is hereby added:**

**Contractor Registration:** In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

**ARTICLE XL is hereby added:**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

**ARTICLE XLI is hereby added:**

**Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the

applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Except as herein amended, all other parts and sections of that Agreement #570-S1410 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton, MPA  
Chief Administrative Officer

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Agreement for Services #570-S1410 on the dates indicated below.

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**-- CARNAHAN ELECTRIC, LTD. --**

By: John Carnahan Dated: 9/14/2016  
John Carnahan  
President and Corporate Secretary  
"Contractor"