

ORIGINAL

Johnson Controls

AGREEMENT FOR SERVICES #362-S1310

AMENDMENT I

This Amendment I to that Agreement for Services #362-S1310, 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 Johnson Controls, Inc., a Wisconsin Corporation duly qualified to conduct business in the State of California, whose principal place of business is 5757 North Green Bay Avenue, Milwaukee, Wisconsin 53209, and whose local office address is 1030 Winding Creek Way, Suite 100, Roseville, California 95678 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County 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, in accordance with Agreement for Services #362-S1310, dated January 28th, 2013; and

WHEREAS, the parties hereto have mutually agreed to increase the not to exceed amount of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVI – Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #362-S1310 shall be amended a first time as follows:

ARTICLE III is amended in its entirety to read as follows:

Compensation for Services: For services provided herein, including any deliverables or reports that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rate shall be quoted in writing on a per job basis, and shall be approved by the Contract Administrator prior to the commencement of the work through the issuance of written Work Order.

The total amount of this Agreement shall not exceed \$62,196.00, inclusive of all Work Orders, costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor'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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XVIII, Default, Termination, and Cancellation.

NEW ARTICLE XXXVI is added to read as follows:

Audit by California State Auditor: Consultant/Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant/Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

//

//

//

//

//

Except as herein amended, all other parts and sections of that Agreement #362-S1310 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: BJ Fackrell Dated: 1/29/14
Russell Fackrell
Facilities Manager
Chief Administrative Office

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #362-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: TD Dated: 1/31/14
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

JOHNSON CONTROLS

By: Romaine R. Camera Dated: 1-27-14
Romaine R. Camera
Branch Manager – Service
"Contractor"