

El Dorado Roofing, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8614

THIS FIRST AMENDMENT to that Agreement for Services #8614 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 El Dorado Roofing, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3363 Hassler Road, Camino, California 95709 and whose mailing address is Post Office Box 453, Camino, California 95709 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide as-needed roof maintenance and repair services at various County-operated facilities located within the County boundaries for its Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #8614, dated June 6, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto have mutually agreed to amend the definition of repair services from routine and recurring to the public works meaning of the term, and remove all mentions of routine and recurring repair services, amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the Agreement by \$39,900, for a new total not-to-exceed amount of \$99,900, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace a paragraph to an Article to include updated contract provisions, adding **Exhibit B-1, Updated California Levine Act Statement**;

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 #8614 on the following terms and conditions:

- I. **ARTICLE I, Scope of Work**, third paragraph is amended in its entirety to read as follows:

Services shall include at a minimum: maintenance and repair of gutters, roof decks, roof drains, downspouts, skylights, flashing, and sheet metal associated with roof installations.

- II. **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 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 in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

| Labor Rates | Unit | Rate |
|--|-------------|-------------|
| Standard Business Hours: Monday through Friday from 7:00 a.m.-3:30 p.m. Pacific Time (excluding County-recognized holidays). | Hourly | \$170 |
| After-hours, Overtime, Urgent or Immediate Services, and County-Recognized Holidays: Services provided outside of Standard Business Hours. | Hourly | \$260 |

Labor shall include travel portal to portal.

Overtime is defined as all hours worked by a single employee in excess of eight (8) hours up to and including twelve (12) hours in any workday. After hours is defined as hours worked eight hours or less by a single employee outside of Standard Business Hours. Any after-hours, overtime, urgent or immediate services, or County recognized holiday work must be authorized in advance (in writing) by County's Contract Administrator before performing the work.

Any parts, materials, or equipment used during the performance of work under this Agreement shall be listed on the invoice which shall list the amount being charged to County for same.

The total amount of this Agreement shall not exceed \$99,900, as amended, inclusive of all Work Orders, and amended Work Orders, and all costs, taxes, and expenses. In no event, however, will the Contract Administrator (or designee) issue a Work Order, or series of Work Orders related to the same project, for roof maintenance and repair services greater than \$60,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

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. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. 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 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 XXVI, Default, Termination, and Cancellation, herein.

III. ARTICLE XX, Conflict of Interest, last paragraph is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," and Exhibit A-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #8614 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8614 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--EL DORADO ROOFING, INC.--

By: *Edward M. Borba*
Edward M. Borba (Oct 14, 2024 07:58 PDT)

Dated: 10/14/2024

Edward M. Borba
Chief Executive Officer
"Contractor"

By: *Edward M. Borba*
Edward M. Borba (Oct 14, 2024 07:58 PDT)

Dated: 10/14/2024

Edward M. Borba
Chief Financial Officer

El Dorado Roofing, Inc.

Exhibit A-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/14/2024

Date

El Dorado Roofing Inc.

Type or write name of company

Edward M. Borba
Edward M. Borba (Oct 14, 2024 07:58 PDT)

Signature of authorized individual

Edward M. Borba

Type or write name of authorized individual