

# ORIGINAL

## AGREEMENT FOR SERVICES #089-S1010 AMENDMENT I

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**THIS AMENDMENT I** to that Agreement for Services #089-S1010, 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 Jim Jonas, Inc., doing business as Jonas Heating and Cooling, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5785 Pleasant Valley Road, #210, El Dorado, CA 95623, and whose Agent for Service of Process is James E. Jonas, 16445 Main Street, Lower Lake, CA 95457; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide heating and air conditioning system design, installation and repair services on an "as requested" basis for clients of the Department of Human Services, in accordance with Agreement for Services #089-S1010, dated August 12, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services** to increase the total not-to-exceed amount;

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #089-S1010 shall be amended a first time as follows:

### ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor lump sum within forty-five (45) days following completion of each repair or replacement and the County's receipt and approval of itemized invoice(s) detailing services rendered, including the name of the Program for which services were provide. All costs shall be approved by a Program Supervisor or Manager prior to the commencement of work.

If applicable, County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use

the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Contractor.

The total amount of this Agreement shall not exceed \$58,505.00, for the stated term.

Except as herein amended, all other parts and section of that Agreement #089-S1010 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Michelle Hunter  
Michelle Hunter, Program Manager  
Department of Human Services

Dated: 8/3/10

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Daniel Nielson  
Daniel Nielson, M.P.A., Director  
Department of Human Services

Dated: 8-4-2010

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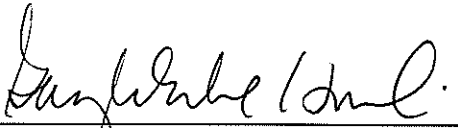
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #089-S1010 on the dates indicated below.

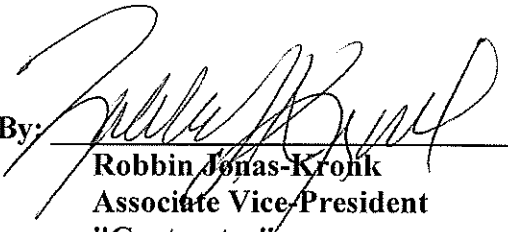
-- COUNTY OF EL DORADO --

By:   
Gayle Erbe-Hamlin, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 8/16/10

-- CONTRACTOR --

JIM JONAS, INC. dba  
JONAS HEATING AND COOLING  
A CALIFORNIA CORPORATION

By:   
Robbin Jonas-Kronk  
Associate Vice-President  
"Contractor"

Dated: 8/6/10