

ORIGINAL

Eric S. Hill
doing business as

Hilltop Tree Service

AGREEMENT FOR SERVICES #271-S1310 AMENDMENT I

This Amendment I to that Agreement for Services #271-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 Eric S. Hill, doing business as Hilltop Tree Service, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 2561 Hoot Owl Ravine Road, Placerville, California 95667 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide certified arborist services and reports, and tree and brush cutting services for matters of public safety, in accordance with Agreement for Services #271-S1310, dated November 5, 2012; 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 XXXX – Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #271-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 acceptance of each work assignment monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A to the original agreement, marked "Fee Schedule".

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. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County department requesting Contractor's service.

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 XVII, Default, Termination, and Cancellation.

NEW ARTICLE XXXX 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 #271-S1310 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 

Linda Silacci-Smith
Sr. Department Analyst
Chief Administrative Office
Procurement & Contracts Division

Dated: 11/2/14

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #271-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 1/6/14
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

**-- ERIC S. HILL --
dba
-- HILLTOP TREE SERVICE --**

By:  Dated: 12/21/13
Eric S. Hill, individually and doing
business as Hilltop Tree Service
"Contractor"



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 685530

⚠️ DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	685530	Extract Date 11/13/2013				
Business Information	HILLTOP TREE SERVICE Business Phone Number: (530) 644-6900 2561 HOOT OWL RAVINE ROAD PLACERVILLE, CA 95667					
Entity	Sole Ownership					
Issue Date	03/17/1994					
Expire Date	03/31/2014					
License Status	ACTIVE This license is current and active. All information below should be reviewed.					
Classifications	<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>D49</td> <td>TREE SERVICE</td> </tr> </tbody> </table>	CLASS	DESCRIPTION	D49	TREE SERVICE	
CLASS	DESCRIPTION					
D49	TREE SERVICE					
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY. Bond Number: 100036981 Bond Amount: \$12,500 Effective Date: 01/01/2008 Contractor's Bond History					
Workers' Compensation	WORKERS' COMPENSATION This license has workers compensation insurance with STATE COMPENSATION INSURANCE FUND Policy Number: 9036196 Effective Date: 12/29/2012 Expire Date: 12/29/2013 Workers' Compensation History					

Personnel List

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