

Eric S. Hill
doing business as

Hilltop Tree Service

AGREEMENT FOR SERVICES #271-S1310
AMENDMENT II

This Amendment II 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 Amendment I dated January 6, 2014, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to increase the total amount of said Agreement by \$100,000 for a new not-to-exceed amount of \$162,196.00, and update pricing as of November 9, 2015, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXXI – Contractor Registration**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #271-S1310 shall be amended a second time as follows:

ARTICLE II is hereby replaced in its entirety:

Term: The term of this agreement, as amended, shall be for the period of November 9, 2012 through November 8, 2018.

ARTICLE III is hereby replaced in its entirety:

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 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, effective November 9, 2015, the billing rates shall be in accordance with Exhibit "A-1" marked "Revised Fee Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$162,196.00, 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 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 XVII – Default, Termination, and Cancellation**.

NEW ARTICLE XXXI is added to read as follows:

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.

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: _____ Dated: _____

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

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Sue Hennike, Purchasing Agent
Chief Administrative Office
"County"

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

By: _____ Dated: _____
Eric S. Hill, individually and doing
business as Hilltop Tree Service
"Contractor"

DRAFT

Eric S. Hill
doing business as

Hilltop Tree Service

Exhibit A-1

Revised Fee Schedule

Effective November 9, 2015

Description	Regular Time Per Hour* (Monday through Friday, 8:00 a.m. to 5:00 p.m.)	Overtime Per Hour* (Monday through Friday 5:00 p.m. to 8:00 a.m. and all day Saturday)	Double Time Per Hour* (County Recognized Holidays and all day Sunday)
Foreman	\$74.00	\$111.00	\$148.00
Climber	\$64.00	\$96.00	\$128.00
Groundman	\$58.00	\$87.00	\$116.00
Chipper	\$60.00	\$90.00	\$120.00
Dump Truck	\$85.00	\$127.50	\$170.00
Loader	\$145.00	\$217.50	\$290.00
Aerial Man Lift	\$145.00	\$217.50	\$290.00
Arborist Services	\$150.00	N/A	N/A

*Rates include materials and supplies.