

ORIGINAL

AGREEMENT FOR SERVICES #363-S1110 AMENDMENT III

Plumbing Services

This Amendment III to that Agreement for Services #363-S1110, is 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 Conforti Plumbing, Inc., a California Corporation, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor"), whose principal place of business is 6080 Pleasant Valley Road (Mailing: P.O. Box 1090) El Dorado, CA 95623 and whose Agent for Service of Process is Robert Laurie, 253 Main Street, Placerville, CA 95667.

RECITALS

WHEREAS, Contractor has been engaged by County to provide plumbing system repair and replacement services on an "as requested" basis for the Health and Human Services Agency ("HSSA") in accordance with Agreement for Services #363-S1110, dated February 1, 2011, Amendment I to Agreement for Services #363-S1110 dated March 7, 2012, and Amendment II to Agreement for Services #363-S1110, dated April 11, 2012; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services** and **Article XXV – Access to Records**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXIX – Taxes**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #363-S1110 shall be amended a third time as follows:

Articles III and Article XXV are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor within forty-five (45) days following County's receipt and approval of itemized invoice(s) that details the services rendered. Prior to the commencement of any work, Contractor shall provide a written estimate of the work to be performed and obtain written approval from a HHSA Program Supervisor or Program Manager. The County shall not pay for unauthorized services.

The total amount of this Agreement shall not exceed \$90,318.00.

ARTICLE XXV

Access to Records: Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

Article XXXIX shall be added to read as follows:

ARTICLE XXXIX

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

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Except as herein amended, all other parts and sections of that Agreement #363-S1110 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter
Program Manager I
Health and Human Services Agency

Dated: 10/29/13

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.,
Interim Director
Health and Human Services Agency

Dated: 10/30/2013

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #363-S1110 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--CONTRACTOR--

CONFORTI PLUMBING, INC.
A CALIFORNIA CORPORATION

By: 
Marvin Collins, President
"Contractor"

Dated: 11/6/13

By: 
Corporate Secretary

Dated: 11/6/13

HL