

ORIGINAL

AGREEMENT FOR SERVICES 363-S1110 AMENDMENT II Plumbing Services

THIS AMENDMENT II to that Agreement for Services 363-S1110, 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, 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; (hereinafter referred to as "Contractor");

RECITALS

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

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVIII – Prevailing Wage**.

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

ARTICLE III

Compensation: For services provided herein, County agrees to pay Contractor in a lump sum payment within forty-five (45) days following County's receipt and approval of itemized invoice(s) that details the services rendered and identifies the name of the Program for which said services were provided. All services and associated costs shall be approved by a Program Supervisor or Manager in writing prior to the commencement of work.

The total amount of this Agreement shall not exceed \$60,318.00, for the stated term.

ARTICLE XXXVIII

Prevailing Wage: If County requires Contractor's services on any public works project(s) that involve local, State and/or Federal funds, 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 performed. Contractor shall comply with all wage requirements, as set forth in California 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.

Contractor shall comply with all current and applicable State and Federal prevailing wage rates, statutes, rules and regulations. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. 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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

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

Dated: 4/11/12

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 4-16-2012

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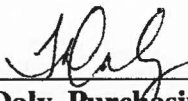
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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services 363-S1110 on the dates indicated below.


--COUNTY OF EL DORADO--

By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

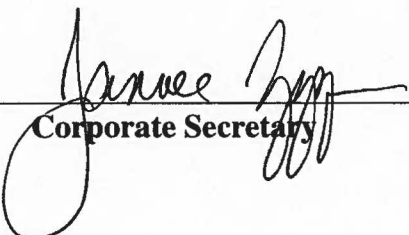
Dated: 4/30/12

--CONTRACTOR--

**CONFORTI PLUMBING, INC.
A CALIFORNIA CORPORATION**

By: 
Marvin Collins, President
"Contractor"

Dated: 4/17/12

By: 
Corporate Secretary

Dated: 4/17/12