

**ORIGINAL**

**Miller Mechanical**

**AGREEMENT FOR SERVICES #089-S1410**

**AMENDMENT I**

This Amendment I to that Agreement for Services #089-S1410, 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 James Miller, doing business as Miller Mechanical, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business 4921 Marshall Road, Garden Valley, California 95633 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide on-call calibration, testing, reporting, maintenance and repair services for boiler, chiller, cooling tower, air handling and heating, ventilating, refrigeration and air conditioning systems at various County-operated facilities for the Chief Administrative Office, Facilities Division; in accordance with Agreement for Services #089-S1410, dated July 12, 2013, incorporated herein and made by reference a part hereof; and

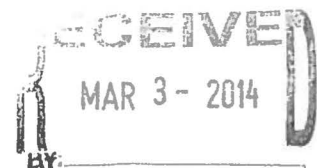
**WHEREAS**, the parties hereto have mutually agreed to increase the total amount of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXVII – Audit by California State Auditor**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #089-S1410 shall be amended a first time as follows:

**ARTICLE III**

**Compensation for Services:** is amended to increase the total amount of the Agreement by \$25,000.00 for a not to exceed amount of \$60,000.00, inclusive of all Work Orders, costs and expenses.



**ARTICLE XXXVII is added to read as follows:**

**Audit by California State Auditor:** 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, 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 #089-S1410 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:  Dated: 2/25/14  
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: Laura Schwantz Dated: 2-27-14  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

-- MILLER MECHANICAL --

By: James Miller Dated: 2-3-2014  
James Miller  
Sole Proprietor  
"Contractor"