

# ORIGINAL

## AGREEMENT FOR SERVICES #277-S1411 AMENDMENT I

Plumbing Services

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This Amendment I to that Agreement for Services #277-S1411, 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: PO 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 the Health and Human Services Agency (HSSA) in accordance with Agreement for Services #277-S1411, dated January 14, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article I – Scope of Services, Article III – Compensation for Services, Article XXIII – Notice to Parties, and Article XXXIV – Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XLI – Licenses**; and renumber **Article XLI** to accommodate the insertion of the aforementioned Article.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #277-S1411 shall be amended a first time as follows:

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Articles I, III, XXIII, and XXXIV are amended in their entirety to read as follows:

## ARTICLE I

### Scope of Services:

#### County shall:

1. County shall award bids based on the lowest responsible bid within the maximum allowed reimbursement pursuant to the County's funding contracts with the California Department of Community Services and Development.
2. County shall ensure the Contractor's cost of labor and materials are within current applicable market rates but do not exceed the maximum reimbursement.

#### Contractor shall:

1. By signing this Agreement, Contractor attests that they have the necessary equipment, personnel, materials, and services to perform the required job.
2. Contractor shall respond to County's request for a bid within 48 hours, and Contractor understands that providing a bid does not guarantee award of bid by County. Services shall only be provided upon approval by County's Program Supervisor or Program Manager. The County shall not pay for unauthorized, incomplete, or unsatisfactory services.
3. Contractor acknowledges that all services are provided in accordance with all applicable federal, state, local, and municipal laws, codes, and regulations, as may be amended from time to time. Additionally, services shall be provided in accordance with County's weatherization contracts with the California Department of Community Services and Development (CSD). CSD contracts are available for review at <http://www.edc.gov.us/HHSAForContractors/>.
4. Contractor shall perform a combustion gas analysis test on all combustion appliances worked on to ensure they are operating per manufacture specifications and are safe. Contractor shall provide County with print-out proof of combustion gas analysis testing.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered. Contractor shall submit the original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Each invoice shall contain the following data:

- A. Contractor name, address, and telephone number
- B. Service dates
- C. Type of service(s) provided.
- D. Rate for each service (i.e., repair, replacement, permit, HERS rating), parts, and labor. Each service shall be listed in a separate line item.
- E. Total amount billed to the County of El Dorado under the subject invoice and authorization.
- F. Contractor shall close all permits prior to invoicing and shall attach the closed permit to the invoice.

Contractor is strongly advised to submit monthly invoices to HHSA no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with this Agreement. Failure of Contractor to attach closed permits to invoices, or Contractor’s failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month, or Contractor’s failure to submit original invoices may result in payment(s) being withheld until HHSA fiscal staff receives the appropriate documents. Receipt by County of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows:

<p><b><i>Please send invoices to:</i></b></p> <p>County of El Dorado Health and Human Services Agency ATTN: Weatherization Program 937 Spring Street Placerville, CA 95667</p>
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The total amount of this Agreement shall not exceed \$171,500.00.

**ARTICLE XXIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667-5321  
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667-5321  
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

CONFORTI PLUMBING, INC.  
PO BOX 1090  
EL DORADO, CA 95623  
ATTN: PRESIDENT, OR SUCCESSOR

Or to such other location as Contractor directs.

**ARTICLE XXXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kristine Oase-Guth, Program Manager, or successor.

**Article XLI is hereby added as follows:**

**ARTICLE XLI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**Former Article XLI is hereby renumbered as Article XLII and shall read as follows:**

**ARTICLE XLII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #277-S1411 shall remain unchanged and in full force and effect.

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**Requesting Contract Administrator Concurrence:**

By: *Kristine Oase-Guth*  
Kristine Oase-Guth  
Program Manager I  
Health and Human Services Agency

Dated: 12/12/16

**Requesting Department Head Concurrence:**

By: *Patricia Charles-Heathers*  
Patricia Charles-Heathers, Ph. D.  
Director  
Health and Human Services Agency

Dated: 12/13/16

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #277-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:

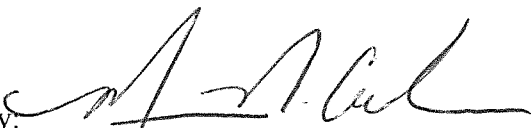
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

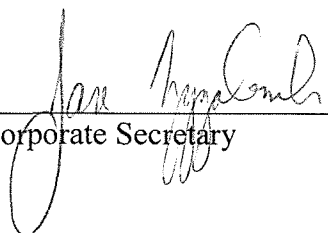
Dated: \_\_\_\_\_

-- CONTRACTOR --

CONFORTI PLUMBING, INC.  
A CALIFORNIA CORPORATION

By:   
Marvin Collins, President  
"Contractor"

Dated: 12/13/14

By:   
Corporate Secretary  
CM

Dated: 12/13/16