

ORIGINAL

AGREEMENT #335-C1899 / 2731 AMENDMENT I

BID #18-968-014

COUNTY OF EL DORADO JOB ORDER CONTRACTING

THIS AMENDMENT I to that Agreement #355-C1899, made and entered into by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County") and **PRIDE INDUSTRIES ONE, INC.**, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10030 Foothills Boulevard, Roseville, California 95747 (hereinafter referred to as "Contractor").

RECITALS:

WHEREAS, Contractor has been engaged by County to provide Job Order Contracting (JOC) , in accordance with Agreement for Services #355-C1899 dated January 9, 2017, 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 by \$1,500,000 for a new not-to-exceed amount of \$3,000,000, hereby amending **Article 3 – CONTRACT PRICE**; and

WHEREAS, the parties hereto have mutually agreed to add **Article 31 – RESOLUTION OF CLAIMS**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #335-C1899 shall be amended a first time as follows:

Article 3. CONTRACT PRICE is hereby amended and replaced in its entirety:

There is no Minimum Contract Value. The Maximum Contract Value is \$3,000,000.00. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion. The Contractor may be issued Job Orders totaling the Maximum Contract Value during the term of the Contract. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate. The County has no obligation to issue Job Orders up to the Maximum Contract Value.

Article 31. RESOLUTION OF CLAIMS is hereby added:


Contractor's attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The provisions of Sections 20104 et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with Section 9204.

Contract Administrator Concurrence:

By: 
Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: 9/20/18

Requesting Department Head Concurrence:

By: 
for Don Ashton, MPA
Chief Administrative Officer

Dated: 10/1/18

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #335-C1899 on the dates indicated below.

COUNTY OF EL DORADO

By: 
Chair
Board of Supervisors
County of El Dorado


Dated: 1/8/2019

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

By: 
Deputy Clerk

Dated: 1/8/2019

PRIDE INDUSTRIES ONE, INC.

By: 
Michael Ziegler
President

Dated: 9/17/18

By: 
Tina Oliveira
Corporate Secretary

Dated: 9/17/2018