

Cleanrite, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5630

THIS FIRST AMENDMENT to that Agreement for Services #5630 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 Cleanrite, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2684 Highway 32, Suite 100, Chico, California 959733 and whose local address is 814 Striker Avenue, Suite B, Sacramento, California 95834, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide restoration and damage repair services for County's Chief Administrative Office, Facilities Division pursuant to Agreement for Services #5630, dated May 27, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$78,000, and to include a new fee schedule for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to add **ARTICLE XLVI, Electronic Signatures**, to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5630 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the period beginning with the effective date of the Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$150,000, inclusive of all Work Orders, costs, taxes, and expenses.

Invoices shall follow the format specified by County and shall reference this Agreement number and County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XXIII, Default, Termination, and Cancellation, herein.

II. The following Article of the Agreement is added to read as follows:

ARTICLE XLVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #5630 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5630 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Michele Weimer*
Michele Weimer (Apr 6, 2022 15:07 PDT)

Dated: 04/06/2022

Purchasing Agent
Chief Administrative Office
"County"

-- CLEANRITE, INC. --

By: *Danny J. Andreasen Sr*
Danny J. Andreasen Sr (Mar 3, 2022 15:17 PST)

Dated: 03/03/2022

Danny J. Andreasen, Sr.
Chief Executive Officer
"Contractor"

By: *Danny J. Andreasen Sr*
Danny J. Andreasen Sr (Mar 3, 2022 15:17 PST)

Dated: 03/03/2022

Danny J. Andreasen, Sr.
Corporate Secretary

Cleanrite, Inc.
Amended Exhibit A
Amended Fee Schedule



DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Emergency service call - during business hours	1.00 EA	200.00	0.00	200.00	(0.00)	200.00
2. Emergency service call - after business hours	1.00 EA	300.00	0.00	300.00	(0.00)	300.00
3. Cleaning & Remediation - Supervisory - per hr	1.00 HR	75.00	0.00	75.00	(0.00)	75.00
4. Water Extraction & Remediation Technician - per hour	1.00 HR	70.00	0.00	70.00	(0.00)	70.00
Cat 1 and Cat 2 losses , Moisture inspections						
5. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	1.00 HR	110.00	0.00	110.00	(0.00)	110.00
6. Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR	100.00	0.00	100.00	(0.00)	100.00
Category 3 and Mold work						
7. Apply anti-microbial agent to the surface area	1.00 SF	0.60	0.00	0.60	(0.00)	0.60
Category 2 and 3 losses						
8. Containment Barrier/Airlock/Decon. Chamber	1.00 SF	1.50	0.01	1.51	(0.00)	1.51
9. Peel & seal zipper - heavy duty	1.00 EA	20.00	1.09	21.09	(0.00)	21.09
10. Add for personal protective equipment - Heavy duty	1.00 EA	35.00	3.41	38.41	(0.00)	38.41
Category 2 and Category 3 losses						
11. Cargo van and equipment - per day	1.00 EA	125.00	0.00	125.00	(0.00)	125.00
Larger loss jobs						
12. Dehumidifier (per 24 hour period) - Large - No monitoring	1.00 EA	90.00	0.00	90.00	(0.00)	90.00
13. Air mover axial fan (per 24 hour period) - No monitoring	1.00 EA	40.00	0.00	40.00	(0.00)	40.00
14. Negative air fan/Air scrubber (24 hr period) - No monit.	1.00 DA	100.00	0.00	100.00	(0.00)	100.00
Cat 2 and Cat 3 losses						
15. Clean and deodorize carpet	1.00 SF					OPEN ITEM
16. Materials*	1.00 EA					OPEN ITEM
17. 3rd Party testing *	1.00 EA					OPEN ITEM
Asbestos, Lead, Sewage, and Mold testing						
18. Haul debris - per pickup truck load - including dump fees	1.00 EA	200.00	0.00	200.00	(0.00)	200.00
19. Tandem axle dump trailer - per load - including dump fees	1.00 EA	300.00	0.00	300.00	(0.00)	300.00
20. Administrative - per hour*	1.00 HR	75.00	0.00	75.00	(0.00)	75.00
Totals: NEW PRICING STRUCTURE			4.51	1,846.61	0.00	1,846.61
Line Item Totals: ELDORADO_NEW_PRICE			4.51	1,846.61	0.00	1,846.61

Labor includes travel portal to portal. All services not listed shall be quoted on a per job basis and approved by County's Contract Administrator through a Work Order. Any materials or equipment shall be listed on the invoice which shall list the amount being charged to County for same.

Other Labor Provisions:

Labor hours - Standard Business hours shall be defined as hours worked from 8am-5pm Monday-Friday. Overtime hours shall be defined as hours worked from 5pm-8am Monday-Friday, and any hours on Saturday, Sunday and County-observed Holidays. Restocking, Disinfection /Sterilization - Any and all labor time spent with restocking, disinfection/sterilization will reflect within the estimate.