Encore One, L.L.C. doing business as Spencer Building Maintenance

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #9603

THIS FIRST AMENDMENT to that Agreement for Services #9603 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 Encore One, L.L.C, a Delaware limited liability company duly qualified to conduct business in the State of California, doing business as Spencer Building Maintenance, whose principal place of business is 1717 University Avenue West, Saint Paul, Minnesota 55104 and whose local address is 10457 Old Placerville Road, Suite 100, Sacramento, California 95827 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide routine and recurring and as-needed janitorial services for its Chief Administration Office, Facilities Division, at various County-owned facilities, pursuant to Agreement for Services #9603, dated June 12, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to revise the frequency of services and billing rates, modifying language in ARTICLE I, Scope of Work, and adding Exhibit A-1, Updated Service Locations, Frequency, and Cost Sheet;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 15, 2028, to June 30, 2028, amending ARTICLE II, Term;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$219,536.76, for a new total not-to-exceed amount of \$1,926,361.36, amending ARTICLE III, Compensation for Services;

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 #9603 on the following terms and conditions:

I. Exhibit A-1, marked "Updated Service Locations, Frequency, and Cost Sheet," attached hereto and incorporated herein by reference, has been added to the Agreement. All references to Exhibit A throughout the Agreement shall now read Exhibit A and Exhibit A-1.

For the period beginning June 15, 2025, the term commencement date, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the locations to be serviced and the billing rates shall be in accordance with Exhibit A.

For the period beginning on the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the locations to be serviced, frequency of services, and the billing rates shall be in accordance with Exhibit A-1.

II. ARTICLE I, Scope of Work, third paragraph is replaced in its entirety to read as follows:

In the event of a change in the locations to be serviced in Exhibit A, or in the event of a change in the locations, service frequency, or monthly rate in Exhibit A-1, County's Contract Administrator, or designee, will provide Contractor with a revised list of locations. When a new location requires janitorial services, Contractor will provide a written quote for the new location. Upon approval by County's Contract Administrator, or designee, County's Contract Administrator, or designee, will provide Contractor with a revised list including the new location, service frequency, and monthly rate to service it. Each such revised list shall be attached to this Agreement as an addendum subject to the terms of this Agreement, including the compensation terms of ARTICLE III, Compensation for Services. The effective date of the changes in locations, service frequency, and monthly rate shall be indicated on the revised list.

- III. ARTICLE I, Scope of Work, section F., sub-section 1., the sentence is replaced in its entirety to read as follows:
 - Services included in the Base Rate as stated in Exhibit A and Exhibit A-1.
- IV. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and shall cover the period of June 15, 2025 through June 30, 2028, as amended. Services for West Slope locations shall begin on June 15, 2025, and services for the East Slope locations shall begin July 18, 2025.

V. ARTICLE III, Compensation for Services, third paragraph is replaced in its entirety to read as follows:

The total amount of this Agreement shall not exceed \$1,926,361.36, as amended, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders. Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of Contractor to invoice for same.

Except as herein amended, all other parts and sections of Agreement for Services #9603 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #9603 on the dates indicated below.

-- COUNTY OF EL DORADO--

Ву: _	Purchasing Agent "County"	Dated:
	doing	RE ONE, L.L.C. business as DING MAINTENANCE
By: <u>^</u>	Aaron D. Spencer Jul 16, 2025 09:36 PDT)	Dated: 07/16/2025

Aaron D. Spencer President "Contractor"

Encore One, L.L.C. doing business as Spencer Building Maintenance

Exhibit A-1

Updated Service Locations, Frequency, and Cost Sheet

For billing purposes:

Year 1: Upon final execution of this First Amendment – June 30, 2026

Year 2: July 1, 2026 – June 30, 2027 Year 3: July 1, 2027 – June 30, 2028

West Slope Locations		
Service Location	Monthly Charges	
Building A – Government Center	Year 1 - \$3,545.39	
3 times per week	Year 2 - \$3,697.88	
330 Fair Lane	Year 3 - \$3,835.12	
Placerville, CA 95667		
Building B – Administration	Year 1 - \$4,162.71	
3 times per week	Year 2 - \$4,341.75	
360 Fair Lane	Year 3 - \$4,502.89	
Placerville, CA 95667		
Building C	Year 1 - \$6,264.92	
3 times per week	Year 2 - \$6,534.38	
2850 Fairlane Court	Year 3 - \$6,776.89	
Placerville, CA 95667		
Agriculture Weights/Measures	Year 1 - \$717.42	
3 times per week	Year 2 - \$748.28	
311 Fair Lane	Year 3 - \$776.05	
Placerville, CA 95667		
Agriculture Annex (UC Extension-Modular)	Year 1 - \$75.08	
3 times per week	Year 2 - \$78.31	
311 Fair Lane	Year 3 - \$81.21	
Placerville, CA 95667		
Main Library	Year 1 - \$5,700.00	
5 times per week	Year 2 - \$5,945.00	
345 Fair Lane	Year 3 - \$6,166.00	
Placerville, CA 95667		
Senior Day Care Center (includes kitchen)	Year 1 - \$1,154.00	
5 times per week	Year 2 - \$1,204.00	
935A Spring Street	Year 3 - \$1,248.00	
Placerville, CA 95667		
Health Department	Year 1 - \$750.79	
3 times per week	Year 2 - \$783.08	
931 Spring Street	Year 3 - \$812.14	
Placerville, CA 95667		

West Slope Locations			
Service Location	Monthly Charges		
Health Modular	Year 1 - \$239.38		
3 times per week	Year 2 - \$249.68		
929 Spring Street	Year 3 - \$258.94		
Placerville, CA 95667			
Health Condo #3	Year 1 - \$283.63		
3 times per week	Year 2 - \$295.83		
941 Spring Street	Year 3 - \$306.81		
Placerville, CA 95667			
Health Condo #4	Year 1 - \$166.84		
3 times per week	Year 2 - \$174.02		
941 Spring Street	Year 3 - \$180.48		
Placerville, CA 95667			
Community Services/Senior Nutrition	Year 1 - \$5,339.00		
5 times per week	Year 2 - \$5,569.00		
937 Spring Street	Year 3 - \$5,775.00		
Placerville, CA 95667			
Veterans Memorial Building (upstairs)	Year 1 - \$308.66		
3 times per week	Year 2 - \$321.93		
130 Placerville Drive	Year 3 - \$333.88		
Placerville, CA 95667	·		
Veterans Memorial Building (downstairs)	Year 1 - \$57.92		
3 times per week	Year 2 - \$60.41		
130 Placerville Drive	Year 3 - \$62.65		
Placerville, CA 95667			
Historical Museum	Year 1 - \$287.76		
2 times per week	Year 2 - \$279.64		
104 Placerville Drive	Year 3 - \$276.16		
Placerville, CA 95667			
Parks Building	Year 1 - \$250.26		
3 times per week	Year 2 - \$261.03		
200 Armory Drive	Year 3 - \$270.71		
Placerville, CA 95667			
Alternate Public Defender's Office	Year 1 - \$750.79		
3 times per week	Year 2 - \$783.08		
300A Forni Road	Year 3 - \$812.14		
Placerville, CA 95667			
Facilities Division Houses 1, 2, & 3	Year 1 - \$575.60		
3 times per week	Year 2 - \$600.37		
3000 Fairlane Court	Year 3 - \$622.65		
Placerville, CA 95667			
Placerville Jail	Year 1 - \$2,447.57		
3 times per week	Year 2 - \$2,552.84		
300 Forni Road	Year 3 - \$2,647.59		
Placerville, CA 95667			
West Slope Animal Shelter	Year 1 - \$1,651.74		
3 times per week	Year 2 - \$1,722.78		
6435 Capitol Ave.	Year 3 - \$1,786.72		
Diamond Springs, CA 95619			

East Slope Locations			
Service Location	Monthly Charges		
Administration – Johnson Center	Year 1 - \$2,819.00		
3 times per week	Year 2 - \$3,061.00		
1360 Johnson Boulevard	Year 3 - \$3,104.00		
South Lake Tahoe, California 96150	·		
El Dorado Center	Year 1 - \$1,823.00		
3 times per week	Year 2 - \$1,902.00		
3368 Lake Tahoe Boulevard	Year 3 - \$1,972.00		
South Lake Tahoe, California 96150			
South Lake Tahoe Library	Year 1 - \$2,096.00		
5 times per week	Year 2 - \$2,182.00		
1000 Rufus Allen Boulevard	Year 3 - \$2,273.00		
South Lake Tahoe, California 96150	<u> </u>		
Health and Human Services Agency	Year 1 - \$1,288.00		
3 times per week	Year 2 - \$1,334.00		
3368 Sandy Way	Year 3 - \$1,395.00		
South Lake Tahoe, California 96150			
South Lake Tahoe Juvenile	Year 1 - \$620.00		
Treatment Center	Year 2 - \$632.00		
3 times per week	Year 3 - \$653.00		
1041 Al Tahoe Boulevard			
South Lake Tahoe, California 96150			

The fees indicated in the above table are for routine and recurring janitorial services and include all personnel, services, tools, vehicles, and equipment to perform the services.

For as-needed services such as exterior windows, interior windows, carpet cleaning, and floor buffing, County will request a quote from Contractor. Additional services shall not be ordered, and additional fees shall not be charged to County without prior approval from the County's Contract Administrator, or designee, and a fully executed Work Order. All charges including as-needed additional fees shall not exceed \$1,926,361.36.