

**AMENDMENT NO. 1
FOR
HVAC EQUIPMENT AND DUCT CLEANING SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Covello's Pacific AirCare, Inc., with a place of business at 2890 Butterfield Rd. Riverside, CA 92503 ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-20010375 for HVAC Equipment and Duct Cleaning Services , effective January 28, 2020 through January 27, 2023, in the Total Contract Aggregate Amount of \$3,000,000, ("Contract"); and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year effective January 28, 2023 through January 27, 2024, with a new Total Contract Aggregate Amount of \$500,000; and,

WHEREAS, the Parties now desire to amend, Attachment B, "Fees and Charges" and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Contract shall be amended to include:

Contract shall be renewed for one (1) year from January 28, 2023, to January 27, 2024, unless otherwise terminated as provided herein.

2. Article 4 of the Contract shall be amended to include:

For renewal term starting January 28, 2023, the Total Aggregate Contract Amount shall not exceed \$500,000.

3. "B. **TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED**" in Attachment B, Section 2 "Fees and Charges" shall be amended to read in its entirety as follows:

D. **TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED** (Aggregate amount between 2 Contractors): **\$ 3,000,000**
For term starting January 28, 2023, **TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED** (Aggregate amount between 2 Contractors):..... **\$ 500,000**

4. Attachment B, Section 2, shall be amended to read in its entirety as follows:

2. FEES AND CHARGES: County will pay the following Price List in accordance with the provisions of this Contract. Payment shall be as follows:

A. Labor Rate Per Hour:

Contractor hourly labor rate is to be all inclusive of the following: Overhead & Profit, labor, transportation, workmen's "hand tools", normally considered equipment such as vacuums, brushes, scraping tools, breathing equipment, truck for pick-up and delivery of

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equipment (Truck charges are part of the hourly rate and will not be invoiced separately), scaffolding, hoists, wheel barrows, ventilator fans, air scrubbing equipment, and any other equipment considered to be commonly used in the performance of HVAC and duct cleaning work. Dumpsters are to be paid in addition to Overhead & Profit as they are priced according to weight. Contractor is to turn in all dump tickets with invoice; no Overhead & Profit is to be paid for dumpsters.

Hourly rates for the following – Monday thru Friday: (6:00am - 5:00 pm) per hour

Supervisor	<u>\$ 132.00</u>
Foreman	<u>\$ 132.00</u>
Lead Worker	<u>\$ NA</u>
Journey HVAC Mechanics	<u>\$ 112.00</u>
Apprentice/Helper	<u>\$ 112.00</u>
Hazardous Material Handler Mechanic	<u>\$ 112.00</u>

After Hours – Monday thru Friday (5:01pm - 5:59 am) per hour

Supervisor	<u>\$132.00</u>
Foreman	<u>\$132.00</u>
Lead Worker	<u>\$ NA</u>
Journey HVAC Mechanics	<u>\$ 112.00</u>
Apprentice/Helper	<u>\$ 112.00</u>
Hazardous Material Handler Mechanic	<u>\$ 112.00</u>

Weekend (5:00am – 6:00pm) per hour

Supervisor	<u>\$ 144.00</u>
Foreman	<u>\$ 144.00</u>
Lead Worker	<u>\$ NA</u>
Journey HVAC Mechanics	<u>\$ 124.00</u>
Apprentice/Helper	<u>\$ 124.00</u>
Hazardous Material Handler Mechanic	<u>\$ 124.00</u>

After Hours Weekend (6:01pm – 4:59am) per hour

Supervisor	<u>\$ 144.00</u>
Foreman	<u>\$ 144.00</u>
Lead Worker	<u>\$ NA</u>
Journey HVAC Mechanics	<u>\$ 124.00</u>
Apprentice/Helper	<u>\$ 124.00</u>
Hazardous Material Handler Mechanic	<u>\$124.00</u>

Daily Truck Charge with Driver: Specialized Truck

Daily Charge \$ 80.00

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5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

COVELLO'S PACIFIC AIRCARE, INC.*

By: Perry A. Covello
Print Name: Perry A. Covello
Title: President
Corporate Officer
Date: 11/2/2022

By: Deborah L. Covello
Print Name: Deborah L. Covello
Title: Secretary
Corporate Officer
Date: 11/2/2022

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

County Counsel

By William Mule _____
Deputy
Date 11/2/2022

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.