

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
DISASTER KLEENUP SPECIALISTS  
FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS**

**THIS AMENDMENT NO. 2** to the Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Disaster Kleenup Specialists, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Services Agreement with County on August 23, 2011 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the parties on April 09, 2012 (hereinafter, "Amendment No. 1"); and

**WHEREAS**, additional time and funding are necessary as the County has identified a continued need for on-call services from the CONTRACTOR and as described in Exhibit A to the Agreement; and

**WHEREAS**, the CONTRACTOR'S original pay rates require an update to include an increase to the prevailing wage rates which were effective July 1, 2012, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to June 30, 2014 and increase the amount by \$20,000.00 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 5 effective July 1, 2012, "Additional Provisions/Exhibits", to delete "Exhibit B, Pay Rate" and add "Exhibit B-1, Pay Rate".
2. In all places within the Agreement, any reference to Exhibit B - Pay Rate is hereby replaced with Exhibit B-1 - Pay Rate.
3. Amend the second sentence of Paragraph 3, "Payments By County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.00.

Amendment No. 2 to Services Agreement  
Disaster Kleenup Specialists  
On-Call Services Involving Hazardous Materials  
RMA - Public Works - Facilities  
Term: July 1, 2011 - June 30, 2014  
Not to Exceed: \$100,000.00

4. Amend the first sentence of Paragraph 4, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2011 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement.

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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RMA – Public Works – Facilities  
Term: July 1, 2011 – June 30, 2014  
Not to Exceed: \$100,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

By: *Rebrae Taylor*  
Contracts/Purchasing Officer

Disaster Kleenup Specialists  
Contractor's Business Name

Date: 14 May 2013

By: *Terry B. Ream*  
(Signature of Chair, President or Vice President)

Its: Terry B. Ream, Owner-Vice President  
(Print Name and Title)

Date: 4/25/13

Approved as to Form and Legality  
Office of the County Counsel

By: *T. Ream*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: *Cynthia L. Olason*  
Deputy County Counsel

Its: Theresa Ream CFO  
(Print Name and Title)

Date: 4-30-13

Date: 4/25/13

Approved as to Fiscal Provisions

By: *[Signature]*  
Auditor/Controller

Date: 5/13

Approved as to Indemnity and Insurance Provisions

By: *[Signature]*  
Risk Management

Date: 5-2-13

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Disaster Kleenup Specialists

MONTEREY BAY

*"Premier Full Service Restoration."*

March 14, 2013

County of Monterey Public Works  
855 E. Laurel Building C  
Salinas, Ca 93901

RE: 2013 & 2014 labor prices for Water, Mold, and Lead & Asbestos related work

*Asbestos Supervisor*

\$56.61

After Hrs Rate

\$ 74.31

*Asbestos Worker*

\$50.10

After Hrs Rate

\$67.80

Lead Worker & Supervisor same rate for lead related work

\$80.26

After Hrs Rate

\$115.66

Mold & Sewage Supervisor & Workers

\$80.26

After Hrs Rate

\$115.66

Water Technicians

\$68.44

After Hrs Rates

\$86.14

The above rates are prevailing wage rates and are subject to change when there is an increase made by the director of Industrial relations. Pursuant to California Labor code part 7 Chapter 1 article 2, section 1770, 1773 & 1773.1.

If you have any questions regarding the above information feel free to contact Guy Clendenin @ (831) 899-3938

Best Regards

Guy Clendenin

Environmental Remediation Manager