

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN DISASTER KLEENUP SPECIALIST MONTEREY BAY INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
DAMAGE RESTORATION, MOLD REMEDIATION, AND HAZARDOUS MATERIALS  
REMOVAL SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on November 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Disaster Kleenup Specialist Monterey Bay Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed with Disaster Kleenup Specialist Monterey Bay Inc. for Damage Restoration, Mold Remediation, and Hazardous Materials Removal Services with a term November 1, 2015 through October 31, 2020 and a total Agreement amount not to exceed \$100,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend the term for an additional one (1) year period through October 31, 2021, to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” with a \$63,500 increase for a total Agreement amount of \$163,500.

**AGREEMENT**

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph 3 titled, “PAYMENTS BY NMC” shall be amended by removing:**

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”

**And replacing it with:**

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$163,500.”

2. **The first sentence of Section 4.01 under, “TERM OF AGREEMENT” shall be amended by removing:**

“The term of this Agreement is from November 1, 2015 to October 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.”

**And replacing it with:**

“The term of this Agreement is from November 1, 2015 through October 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.”

3. **Section 5 titled, “ADDITIONAL PROVISIONS/ EXHIBITS” shall be amended to the following:**  
“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

~~Exhibit A: Scope of Services/Payment Provisions~~

**Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1.**

**Exhibit B: Modification of Insurance Requirements”**

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both Parties.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS

By: *[Signature]*  
Monterey County Deputy County Counsel

Date: 6/15/2020

APPROVED AS TO FISCAL PROVISIONS

By: *Burcu Mousa*  
Monterey County Deputy Auditor/Controller

Date: 06/22/2020

CONTRACTOR

Disaster Kleenup Specialist Monterey Bay Inc.

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: *[Signature]*  
(Signature of: Chair, President, or Vice-President)

Theresa Peam President  
Name and Title

Date: 6/1/2020

By: *[Signature]*  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Treasurer Terry Peam  
Name and Title

Date: 6/1/2020

\*\*\*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 (two signatures required).

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 (two signatures required).

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 (one signature required).

**Exhibit A-1 as per Amendment No. 1:**  
**Scope of Services/ Payment Provisions**

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Disaster Kleenup Specialist Monterey Bay Inc.** (hereinafter, "CONTRACTOR") pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

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**A. Description of All Services to be Rendered by CONTRACTOR:**

Disaster Kleenup Specialist Monterey Bay Inc. shall provide hazardous materials removal at NMC on an as requested basis. Disaster Kleenup Specialist will provide trained specialist in the following areas of emergency services: Water Mitigation (extractions and drying process of building materials), Mold & Asbestos Abatement, Fire restoration and building deodorization, Trauma and bio hazard clean up. All work will be in accordance with OSHA & FEDERAL Guidelines along with IICRC Standards for restoration & cleaning. DKS will respond day or night to emergency services for NMC to minimize down time and prevent secondary damages if possible.

**B. CONTRACTOR Obligations:**

CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

**Scope of Service:**

- *General.* Hazardous waste sites shall be evaluated in accordance with this agreement to identify specific site hazards and to determine the appropriate safety and health control procedures needed to protect contractor from the identified hazards.
- *Preliminary evaluation.* A preliminary evaluation of a site's characteristics shall be performed prior to site entry by a qualified person in order to aid in the selection of appropriate personnel protection methods prior to site entry. Immediately after initial site entry, a more detailed evaluation of the site's specific characteristics shall be performed by a qualified person in order to further identify existing site hazards and to further aid in the selection of the appropriate engineering controls and personal protective equipment for the tasks to be performed.

- *Hazard identification.* All suspected conditions that may pose inhalation or skin absorption hazards that are immediately dangerous to life or health (IDLH) or other conditions that may cause death or serious harm shall be identified during the preliminary survey and evaluated during the detailed survey. Examples of such hazards include, but are not limited to, confined space entry, potentially explosive or flammable situations, visible vapor clouds, or areas where biological indicators such as dead animals or vegetation are located.
- *CONTRACTOR shall provide personal protective equipment.* Personal protective equipment (PPE) shall be provided and used during initial site entry in accordance with the following requirements:

Based upon the results of the preliminary site evaluation, an ensemble of PPE shall be selected and used during initial site entry which will provide protection to a level of exposure below permissible exposure limits and published exposure levels for known or suspected hazardous substances and health hazards and which will provide protection against other known and suspected hazards identified during the preliminary site evaluation. If there is no permissible exposure limit or published exposure level, the CONTRACTOR may use other published studies and information as a guide to appropriate personal protective equipment.

If positive-pressure self-contained breathing apparatus is not used as part of the entry ensemble, and if respiratory protection is warranted by the potential hazards identified during the preliminary site evaluation, an escape self-contained breathing apparatus of at least five minute's duration shall be carried by CONTRACTOR during initial site entry.

Monitoring the air with appropriate direct reading test equipment for (i.e., combustible gas meters, detector tubes) for IDLH and other conditions that may cause death or serious harm (combustible or explosive atmospheres, oxygen deficiency, toxic substances).

Visually observing for signs of actual or potential IDLH or other dangerous conditions.

An ongoing air monitoring program in accordance of this section shall be implemented after site characterization has determined the site is safe for the start-up of operations.

- *Risk identification.* Once the presence and concentrations of specific hazardous substances and health hazards have been established, the risks associated with these substances shall be identified by CONTRACTOR. CONTRACTOR employees who will be working on the site shall be informed of any risks that have been identified.
- Risks for CONTRACTOR to consider include, but are not limited to:

[a] Exposures exceeding the permissible exposure limits and published exposure levels.

[b] IDLH Concentrations.

[c] Potential Skin Absorption and Irritation Sources.

[d] Potential Eye Irritation Sources.

[e] Explosion Sensitivity and Flammability Ranges.

[f] Oxygen deficiency.

- *Site Control.* Appropriate site control procedures shall be implemented to control CONTRACTOR exposure to hazardous substances before clean-up work begins.
- *Personal protective equipment selection.* Personal protective equipment selection shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, the task-specific conditions and duration, and the hazards and potential hazards identified at the site by CONTRACTOR.

Totally-encapsulating chemical protective suits shall be used in conditions where skin absorption of a hazardous substance may result in a substantial possibility of immediate death, immediate serious illness or injury, or impair the ability to escape.

The level of protection provided by PPE selection shall be increased by CONTRACTOR when additional information or site conditions show that increased protection is necessary to reduce employee exposures below permissible exposure limits and published exposure levels for hazardous substances and health hazards

- *Handling drums and containers.* Hazardous substances and contaminated, liquids and other residues shall be handled, transported, labeled, and disposed of by CONTRACTOR in accordance with this section.

When practical, drums and containers shall be inspected and their integrity shall be assured prior to being moved by CONTRACTOR. Drums or containers that cannot be inspected before being moved because by CONTRACTOR of storage conditions (i.e., buried beneath the earth, stacked behind other drums, stacked several tiers high in a pile, etc.) shall be moved to an accessible location and inspected prior to further handling by CONTRACTOR.

Unlabeled drums and containers shall be considered to contain hazardous substances and handled accordingly until the contents are positively identified and labeled.

Site operations shall be organized to minimize the amount of drum or container movement.

Prior to movement of drums or containers, all CONTRACTOR and/or NMC employees exposed to the transfer operation shall be warned of the potential hazards associated with the contents of the drums or containers.



Fire extinguishing equipment be on hand and ready for use to control incipient fires.

- *Decontamination.* Standard operating procedures shall be developed by CONTRACTOR to minimize CONTRACTOR contact with hazardous substances or with equipment that has contacted hazardous substances.

All CONTRACTOR employees leaving a contaminated area shall be appropriately decontaminated; all contaminated clothing and equipment leaving a contaminated area shall be appropriately disposed of or decontaminated.

- *Equipment and solvents.* All equipment and solvents used for decontamination shall be decontaminated or disposed of properly by CONTRACTOR.
- CONTRACTOR shall provide onsite supervisor and technician(s) based on incident that meet the following criteria:

CONTRACTOR 's *Hazardous materials technician.* Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Hazardous materials technicians shall have received at least 24 hours of training and in addition have competency in the following areas and the employer shall so certify:

- a. Know how to implement the local emergency response plan.
  - b. Understand classification, identification and verification of known and unknown materials by using advanced survey instruments and equipment.
  - c. Know the state emergency response plan.
  - d. Be able to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist.
  - e. Understand in-depth hazard and risk techniques.
  - f. Be able to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available.
  - g. Be able to determine and implement decontamination procedures.
  - h. Have the ability to develop a site safety and control plan.
  - i. Understand chemical, radiological and toxicological terminology and behavior.
- Federal, state and local regulations specific to the labeling, packaging and disposal of hazardous materials govern hazardous waste. CONTRACTOR shall comply with these regulations and accepted safe handling protocol.
  - *Mold Removal.* CONTRACTOR shall provide mold removal service if requested by NMC.

- *Asbestos Removal.* CONTRACTOR shall provide testing, transport and disposal of asbestos if requested by NMC.

CONTRACTOR shall maintain valid contractor license for asbestos removal.

Any asbestos removed from NMC site shall be properly packaged, transported and disposed by CONTRACTOR following state regulations. Asbestos waste is broken into two categories in California; "Hazardous Asbestos Waste" and "Non-Hazardous Asbestos Waste". These classifications are based on the type of condition of asbestos and if it is considered to be friable or non-friable (crushed by hand pressure). A waste manifest must be signed and submitted to the landfill and the California Department of Toxic Substance Control.

- *Water Mitigation.* CONTRACTOR shall provide water damage restoration if requested by NMC.

Type of liquid involved in water damage will be determined:

**Category 1.** This is liquid from a clean and sanitary source, such as faucets, toilet tanks, drinking fountains, etc. But, category one can quickly degrade into category two.

**Category 2.** This category of liquid used to be called grey water, and is described as having a level of contaminants that may cause illness or discomfort if ingested. Sources include dishwasher or washing machine overflows, flush from sink drains, and toilet overflow with some urine but not feces.

**Category 3.** This is the worst classification and is grossly unsanitary. It could cause severe illness or death if ingested. It used to be called black water, and sources include sewer backup, flooding from rivers or streams, toilet overflow with feces, and stagnant liquid that has begun to support bacterial growth. Once category of water damage is determined, CONTRACTOR shall then determine destruction class:

**Class 1.** The lowest and easiest to deal with, this has a slow evaporation rate.

Only part of a room or area was affected, there is little or no wet carpet, and the moisture has only affected materials with a low permeate rate, such as plywood or concrete.

**Class 2.** With a fast evaporation rate, this level affects an entire room, carpeting, or cushioning, the wetness has wicked up the walls at least 12", and there is moisture remaining in structural materials.

**Class 3.** This class has the fastest evaporation rate, and ceilings, walls, insulation, carpet and sub-floors are all saturated. The liquid may have come from overhead.

**Class 4.** This class is labeled as specialty drying situations, which means there has been enough liquid and time to saturate materials with very low permeate rate, such as hardwood, brick, or stone. Permeate



CONTRACTOR shall create restoration plan based on above analysis. CONTRACTOR may use infrared probes to tell the extent of the destruction, as well as air movers, air scrubbers, different sizes and types of dryers and blowers, special hardwood dryers, and dryers designed specifically for drying the sub-floor and inner wall cavities.

- *Fire Restoration.* CONTRACTOR shall provide fire damage restoration if requested by NMC.

CONTRACTOR shall clean area as soon as possible to prevent soot residue and permanent damage. Residue and smoky odors will be removed as quickly as possible. CONTRACTOR shall remove source of odor, clean any items that can be salvaged and may seal salvageable items to encapsulate odor and prevent further recontamination.

**C. NMC Obligations:**

- NMC shall inform CONTRACTOR of the site emergency response procedures and any potential fire, explosion, health, safety or other hazards of the hazardous waste operation that have been identified by the NMC.
- NMC written safety and health guidelines shall be made available to CONTRACTOR who will be involved with hazardous waste operation.
- Pre-entry briefing. The NMC site specific safety and health guidelines shall provide for pre-entry briefings to be held prior to initiating any site activity, and at such other times as necessary to ensure that CONTRACTORS are apprised of the site safety and health plan and that this plan is being followed.
- NMC shall procure all necessary access for the CONTRACTORS representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
- NMC shall inform CONTRACTOR in advance of any known hazards or dangers, actual or potential, associated with inspection, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- In order to allow CONTRACTOR to comply with the applicable health and safety legislation NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits. CONTRACTOR shall take all reasonable steps ensure that whilst on NMC premises, its personnel comply with all health and safety regulations of NMC, provided that NMC makes CONTRACTOR aware of the same.

**D. Pricing/Fees:**

- For pricing, please refer to attached schedule.
- This Agreement involves the provision of repair work done under contract and paid for in whole or in part out of public funds.
- **Prevailing Wages:** CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- **DIR Registration:** During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
- **Posting of Prevailing Wages at Job Site:** CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2. In areas of the hospital where posting the prevailing wages is not possible, CONTRACTOR shall ensure that it possess an copy of the prevailing wages which is on site at all times while services are rendered and that this fact is communicated to all of CONTRACTOR's employees
- There shall be no travel reimbursement allowed during this Agreement.
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- CONTRACTOR charge minimum 1 hour per visit; services will be charged in 1 hour increments thereafter.
- CONTRACTOR shall have the right to increase rates up to 3% each year based on prior year rates.
- CONTRACTOR's compensation for services rendered shall be based on the following rates:



<b>Asbestos/Lead/Hazmat/Mold Hourly Rates:</b>	
Supervisor	Tech/ Worker
\$86.21	\$75.96

<b>Asbestos/Lead/Hazmat/Mold After Hour Rates:</b>	
Supervisor	Tech/ Worker
\$129.31	\$107.13

<b>Water &amp; Fire Technician Hourly Rates:</b>	
Supervisor	Tech/ Worker
\$86.21	\$75.96

<b>Water &amp; Fire Technician Rates After Hour Rates:</b>	
Supervisor	Tech/ Worker
\$129.31	\$107.13

**Normal Business Hours:** 8:00 AM to 5:00 PM Daily ( Monday - Friday)

**After Hours:** After 5:00 PM (Monday - Friday), Weekends, Holidays

Description	Drum Cost	Bulk Cost	Trans. Cost	Yrd/lb. Cost
Waste Oil		\$0.35/gal	\$65.00/stop fee	No Water
Latex Paint	\$200.00	\$195.00l/p	\$55.00/drum	
Oil Base Paint	\$175.00	\$275.00l/p	\$55.00/drum	
Lead Base Paint	\$175.00	\$375.00l/p	\$55.00/drum	
Asbestos			See above #14	\$90.00/yard
Fluorescent Lights				
4' & 8'			\$65.00/hr.	\$1.00/lb
CFL's			\$65.00/hr.	\$3.36/lb
Corrosives 5 gal	\$95.00	\$125.00l/p	\$35.00/drum	
15 gal	\$155.00	\$155.80l/p	\$35.00/drum	
30 gal	\$188.00	\$196.10l/p	\$55.00/drum	
55 gal	\$224.00	\$356.40l/p	\$55.00/drum	
Flammable 5 gal	\$95.00	\$80.00l/p	\$35.00/drum	
15 gal	\$105.50	\$135.00l/p	\$35.00/drum	
30 gal	\$125.00	\$204.25l/p	\$55.00/drum	
55 gal	\$182.50	\$371.25l/p	\$55.00/drum	
Aerosols 5 gal		\$95.00l/p	\$35.00/drum	
15 gal		\$151.25l/p	\$35.00/drum	
30 gal		\$180.00l/p	\$55.00/drum	
55 gal		\$225.00l/p	\$55.00/drum	
E-Waste				
Televisions/Comp.Monitors			\$65.00/hr.	No Charge
Appliances/ No Freon			\$65.00/hr.	\$10.00/ea.
Appliances/ With Freon			\$65.00/hr.	\$25.00/ea.

<b>Profile:</b>	Waste Approval Paperwork	\$	50.00
<b>Manifest:</b>	Required Legal Shipping Documents	\$	25.00

### Supplies Cost

<b>Supplies</b>			<b>Cost</b>
5 gal poly open top			\$25.00/ea.
5 gal poly closed top			\$28.00/ea.
15 gal poly open top			\$65.00/ea.
15 gal poly closed top			\$59.00/ea.
30 gal poly open top			\$75.00/ea.
30 gal poly closed top			\$68.00/ea.
55 gal poly open top			\$115.00/ea.
55 gal poly closed top			\$105.00/ea.
30 gal metal open top			\$111.55/ea.
30 gal metal closed top			\$92.96/ea.
55 gal metal open top			\$117.00/ea.
55 gal metal closed top			\$95.00/ea.
Poly Sheeting	20'x100' 6 mil		\$96.00/roll
Poly Bags (Clear)	100/case		\$95.00/case
Absorbent	33 lb bag		\$15.00/bag