

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Disaster Kleenup Specialist AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Hazardous Waste Transportation and Disposal**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated October 17, 2011, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Disaster Kleenup Specialist (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2012 via a Renewal and Amendment No. 1, and on July 1, 2013 via Renewal and Amendment No. 2; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**AGREEMENT**

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement No. (MYA717/ A-12558).
1. *Amendment No.3 to Exhibit A*, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer *Amendment No. 3 to Exhibit A*.
2. Section 4, "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from October 17, 2011 to June 30, 2014 unless sooner terminated pursuant to this Agreement" and replacing it with "The term of this Agreement is from October 17, 2011 to June 30, 2015 unless sooner terminated pursuant to this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal and Amendment Nos. 1 and 2 and Amendment No.3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement No. (MYA717/A-12558).
5. The effective date of this Amendment is July 1, 2014.

Amendment No. 3  
Disaster Kleenup Specialist  
Hazardous Waste Transportation and Disposal Service  
Natividad Medical Center  
Term: October 17, 2011 thru June 30, 2015  
Not to Exceed: \$120,000.00

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**


By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By:  \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

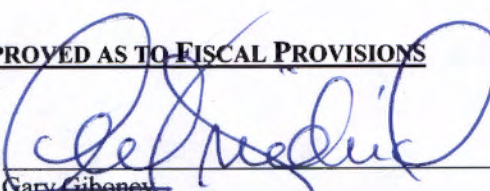
Date: 5/2/14

**APPROVED AS TO LEGAL PROVISIONS**

By:  \_\_\_\_\_  
~~Anne Brauer~~ Brauer  
Monterey County, Deputy County Counsel

Date: May 7, 2014

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
~~Cary Giboney~~  
Monterey County Auditor/Controller's Office

Date: 5/9/14

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Business Name\*\*\* (see instructions)

\_\_\_\_\_  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Name and Title

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

\_\_\_\_\_  
Name and Title

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

**\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By: \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Gary Giboney  
Monterey County Auditor/Controller's Office

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

**CONTRACTOR**

Disaster Cleanup Specialists  
Contractor's Business Name\*\*\* (see instructions)

Theresa Beam  
Signature of Chair, President, or Vice-President

Theresa Beam owner/president  
Name and Title

Date: 5/6/14

By: Theresa Beam  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Theresa Beam Secretary  
Name and Title

Date: 5/6/14

**\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

AMENDMENT NO.3 TO EXHIBIT A



# Disaster Kleenup Specialists

*"Premier Full Service Restoration."*

September 19, 2011

Ray Padilla  
Natividad Medical Center  
Engineering Dept. Bldg 900  
1441 Constitution Blvd  
Salinas, CA 93906

**RE: Hazardous Waste 5507H**

**Mr. Padilla,**

Disaster Kleenup Specialist Monterey Bay is pleased to provide you with Hazardous Waste Management Services.

**LOCATION:** Natividad Medical Center

**DESCRIPTION:** Disaster Kleenup Specialists will provide a certified Hazardous Waste Technical Team to properly segregate, lab pack, miscellaneous containers lab chemical, and other outdated and/or surplus chemicals. All of the waste will be generated will be considered hazardous, and manifested and transported to a fully permitted California Disposal Facility. All waste generated will be handled in accordance with all federal, state, and local regulatory protocol.

<b>Disposal:</b> See breakdown below	\$ 779.00
<b>Transportation:</b> 6 pcs.	\$ 330.00
<b>Manifest Charge:</b> Shipping documents	\$ 25.00
<b>Profile:</b> Waste description required by TSDf	\$ 150.00
<b>Supplies Charge:</b> (includes the drums & vermiculite)	\$ 385.00
<b>Labor Charge:</b> (Haz Mat Team, 6 hrs @ \$ 100.00/hr.)	\$ 600.00
<b>Security Tax:</b>	\$ 85.69
<b>Estimated Total:</b>	\$ 2,354.59



# Disaster Kleenup Specialists

*"Premier Full Service Restoration."*

**Breakdown:**

Waste Description:	Drum Size:	Disp. Cost:	Trans Cost:
NON-RCRA Liquids (Waste Oil)	2 x 55 gal	\$ 133.65/ea.	\$ 65.00/ea.
NON-RCRA Solids (Oily Debris)	2 x 55 gal	\$ 127.00/ea.	\$ 65.00/ea.
Waste Formalin (lab pack)	1 x 5 gal	\$ 94.50/ea	\$ 35.00/ea.
Waste Corrosive Liquid (lab pack)	1 x 16 gal	\$ 163.20/ea.	\$ 35.00/ea.



# Disaster Kleenup Specialists

MONTEREY BAY

*"Premier Full Service Restoration."*

May 2, 2014

Ray Padilia or Cecelia Jimmeyer  
Contracts Secretary  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, Ca. 93906

**RE: Other Emergency Services we provide for Natividad Medical Center**

**Subject: Pricing as of June 1<sup>st</sup>, 2014**

**Description:** 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 Natividad Hospital to minimize down time and prevent secondary damages if possible.

Disaster Kleenup Specialist employee rate sheet for Prevailing wages

**Asbestos/Lead/Mold Normal hourly rates:**

<b>Supervisor</b>	<b>Tech/Worker</b>
\$89.21	\$74.42

**Asbestos/Lead/Mold after Hour Rates:**

<b>Supervisor</b>	<b>Tech/Worker</b>
\$133.95	\$111.75

**Water & Fire Technician Rates:**

<b>Supervisor</b>	<b>Certified Techs</b>
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**\$71.22**

**\$67.83**

**Water & Fire Technician Rates after Hours:**

**\$106.93**

**\$101.85**

**If you have any questions please give me a call.  
Any questions please contact our office.**

Jesse Lizama, CMRS

General Manager  
Disaster Kleenup Specialist Monterey Bay

**PO Box 1340, Seaside, CA 93955 – Phone (831) 899-3938 – Fax (831) 899-2784  
info@disasterkleen.com – www.disasterkleen.com - License #458398 – DOSH #794**