

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
M3 ENVIRONMENTAL CONSULTING, LLC**

THIS AMENDMENT NO. 1 to Agreement No. A-13099 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and M3 Environmental Consulting, LLC (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-13099 with County on April 22, 2016 (hereinafter, "Agreement") to provide on-call environmental hygienist consulting services (hereinafter, "services") through October 31, 2018, with an option to extend the Agreement for two (2) additional one (1) year periods, for an amount not to exceed \$300,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's current Schedule of Rates require an update effective November 1, 2018; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to October 31, 2019 and update the Schedule of Rates with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 1.1 of Section 1.0, "Performance of the Agreement", to delete Exhibit A: Schedule of Rates and add Exhibit A-1: Revised Schedule of Rates, effective November 1, 2018.
2. In all places within the Agreement, any reference to Exhibit A: Schedule of Rates is hereby replaced with Exhibit A-1: Revised Schedule of Rates, effective November 1, 2018.
3. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, on April 22, 2016 through and including October 31, 2019, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

4. Amend the first sentence of Paragraph 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-1, subject to the limitations set forth in this AGREEMENT.

5. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. All invoices shall reference Request for Proposals (RFP) #10498, Multi-Year Agreement (MYA) #3000*2155, the Project Name, and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800.

6. Delete the first and second sentences in Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders".
7. Amend Paragraph 6.1 of Section 6.0, "Standard Indemnification", in its entirety to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8. Amend "TO COUNTY" information in Paragraph 25.1 of Section 25.0, "Notices", to read as follows:

Dalia M. Mariscal-Martinez, Management Analyst II
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Telephone: (831) 755-8966
Fax: (831) 755-4958
Email: mariscaldm@co.monterey.ca.us

9. All other terms and conditions of the Agreement remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

M3 Environmental Consulting, LLC
Contractor's Business Name

Date: 10-17-18

By: [Signature]
(Signature of Managing Member)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Chris Gatward, Managing Member
(Print Name)

By: [Signature]
Robert M. Shaw
Deputy County Counsel

Date: 10/4/18

Date: 10-12-2018

By: [Signature]
(Signature of Managing Member)

Approved as to Fiscal Provisions

Its: Victoria Katward, Managing Member
(Print Name)

By: [Signature]
Auditor/Controller

Date: 10/4/18

Date: 10-12-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

**EXHIBIT A-1: REVISED SCHEDULE OF RATES
(Effective November 1, 2018)**

* Hourly rates shall be all inclusive of travel, etc.

HOURLY BILLING LABOR RATES

| Position | Regular | Overtime | Shift |
|------------------------------------|---------|----------|-------|
| Principal Engineer/Scientist | \$360 | N/A | N/A |
| Senior Engineer/Scientist | \$225 | N/A | N/A |
| Project Manager | \$150 | N/A | N/A |
| Project Specialist | \$125 | N/A | N/A |
| Project Engineer/Scientist | \$125 | N/A | N/A |
| Staff II Engineer/Scientist | \$110 | \$140 | N/A |
| Staff I Technician | \$95 | \$120 | N/A |
| Field Technician/Project Assistant | \$90 | \$115 | N/A |
| Drafting (CADD) | \$85 | \$110 | N/A |
| Word Processing/Clerical | \$65 | \$80 | N/A |

Unit Pricing

Site Monitoring: Not applicable.

Bulk Sampling: Not applicable.

LABORATORY ASSISTANCE PRICING (TEST & ANALYSIS)

| Type | Normal | Rush | Immediate |
|----------|--------|------|-----------|
| Lead | \$14 | \$32 | N/A |
| Mold | \$65 | \$95 | N/A |
| Asbestos | \$14 | \$25 | N/A |
| Bacteria | \$65 | \$85 | N/A |
| Other | * | * | N/A |

* Other Tests as requested by the County. Cost will be determined according to the requested test(s).