

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PROFESSIONAL SERVICE INDUSTRIES, INC.**

**THIS AMENDMENT NO. 2** to Agreement No. A-13100 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Professional Service Industries, Inc. (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-13100 with County on April 22, 2016 (hereinafter, "Agreement") to provide on-call environmental hygienist consulting services, Request for Proposals (RFP) #10498 (hereinafter, "services") through and including October 31, 2018, with an option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$300,000; and

**WHEREAS**, Agreement was amended by the Parties on November 2, 2018 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year to October 31, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, CONTRACTOR's current Rates require an update effective November 1, 2019; 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 further amend the Agreement to extend the term for one (1) additional year to October 31, 2020 and update the 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. 2.

**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, 2019.
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, 2019.

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, 2020.

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\*2157, the services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> 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 or by emailing to: RMA-Finance-AP-GP@co.monterey.ca.us.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]  
W.C. Skinner  
Deputy Purchasing Agent  
County of Monterey  
Contracts/Purchasing Officer

Date: 11/1/19

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 10-31-19

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 10/31/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, Acting County Counsel-Risk Manager

By: [Signature]

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 10-31-19

\*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) managers. 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.

CONTRACTOR\*

Professional Service Industries, Inc.  
Contractor's Business Name

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

Its: Robert White Regional Vice President  
(Print Name and Title)

Date: 10-21-19

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

Its: PHILLIP DANIELS, ASST. SEC  
(Print Name and Title)

Date: 10-18-19

**Exhibit A-1: Revised Schedule of Rates, effective November 1, 2019**

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

**Hourly Billing Labor Rates**

Position	Regular	Overtime	Shift
Principal Engineer/Scientist	\$200.00	\$300.00	
Senior Engineer/Scientist	\$175.00	\$262.50	
Project Manager	\$125.00	\$187.50	\$1000.00
Project Specialist	\$120.00	\$180.00	\$960.00
Project Engineer/Scientist	\$110.00	\$165.50	\$880.00
Staff II Engineer/Scientist	\$100.00	\$150.00	\$800.00
Staff I Technician	\$90.00	\$135.00	\$720.00
Field Technician/Project Assistant	\$85.00	\$127.50	\$680.00
Drafting (CADD)	\$75.00	\$112.50	
Word Processing/Clerical	\$65.00	\$97.50	

**Unit Pricing**

Site Monitoring: \$880.00/shift (8 hours) Staff II + 1 hour of Project Manager

Bulk Sampling: \$95.00 per hour plus sample cost

**Laboratory Assistance Pricing (test and analysis)**

Type	Normal	Rush	Immediate
Lead	\$27.00	\$60.00	\$120.00
Mold	\$78.00		
Asbestos	\$20.00	\$45.00	\$90.00
Bacteria		\$95.00	\$135.00
Other			