

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN M3 ENVIRONMENTAL CONSULTING, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
ENVIRONMENTAL CONSULTING SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and M3 Environmental Consulting, LLC. (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 for Environmental Consulting Services with a term January 1, 2016 through December 31, 2020 and a total Agreement amount not to exceed \$100,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through December 31, 2023 to allow for services to continue with changes to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$125,000 increase for the added services for a total Agreement amount of \$225,000.

**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 titled, "PAYMENTS BY NMC" shall be amended to the following:  
*"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 \$225,000."*
2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
*"The term of this Agreement is from January 1, 2016 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement."*
3. Paragraph titled, "SCOPE OF SERVICES AND 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."*
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.

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: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 10/8/2020

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 10-8-2020

**CONTRACTOR**

M3 Environmental Consulting, LLC

**CONTRACTOR's Business Name**

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

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

Chris Gatward, Principal

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

Date: August 27, 2020

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

Victoria Gatward, CFO

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

Date: 8/27/2020

**\*\*\*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).



**To Agreement by and between  
NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC"  
AND  
M3 Environmental Consulting, LLC,  
hereinafter referred to as "CONTRACTOR"**

**Scope of Work / Payment Provisions**

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

CONTRACTOR shall provide a broad array of professional environmental consulting on-call services related to existing and new facilities as requested by NMC which include but are not limited to:

- Professional Environmental Consulting services
- Professional Asbestos Consulting services
- Site Assessments
- Asbestos, lead and mold remediation, inspection and testing services
- Laboratory services

Individual jobs will be scoped depending on the request made by NMC and conditions present at the time of service call.

**B. CONTRACTOR Obligations:**

- CONTRACTOR shall ensure all consulting and testing is performed by individuals qualified and licensed to perform such services as required by the State of California, County of Monterey, and Federal Government.
- CONTRACTOR shall provide investigation of indoor air quality concerns on campus within NMC on an as needed basis.
- CONTRACTOR shall provide biological and chemical sampling of the area of concern to determine or confirm the presence of potential contaminants.
- CONTRACTOR shall provide presentation of investigative findings in a written report within 10 working days. The report will include, at a minimum, results of Temperature, Relative Humidity, Biological Analyses and Carbon Dioxide measurements. The report shall include recommendations for mitigation and correction of identified areas of concern. Written report shall include applicable floor plans showing sample locations, laboratory documentation for all samples collected and recommendations as appropriate.
- CONTRACTOR shall provide a laboratory scientist experienced in Chemistry, Microbiology, and/or Physical testing shall review the testing and sample results.
- CONTRACTOR shall provide documentation of appropriate license(s) to perform the required services within Monterey County in the State of California.

Exhibit A-1: revised Scope of Services/Payment Provisions

- CONTRACTOR'S professional staff must be able to respond within twenty-four (24) hours and/ or as needed to provide indoor air quality and related services, and must include the following:
    - Certified Industrial Hygienist, as recognized by the American Board of Industrial Hygiene (ABIH),
    - Certified Indoor Air Quality Professional (CIAQP), as recognized by the Association of Energy Engineers,
    - Professional Engineer,
    - Radon Measurement Specialist, and
    - Licensed Asbestos Consultant.
  - The CONTRACTOR'S principal indoor air quality professional must have documented academic background covering public health and industrial hygiene. This professional must possess an advanced degree in physical science, biological science, or industrial hygiene (MS, MPH, MSPH, Ph.D.) and must have at least three (3) years' experience in the investigation of indoor air quality problems. Identify the principal professional and each additional professional by title, which will be assigned to this project as follows:
    - All indoor air quality investigations for NMC shall be conducted by the CONTRACTOR'S principal indoor air quality professional. Use of other personnel for field investigative functions shall be subject to the approval of NMC.
  - CONTRACTOR shall provide microbiological and chemical analysis (by a certified test laboratory) for indoor air quality and related investigations. Identify laboratory(s) used by firm along with address, telephone number and contact person.
  - CONTRACTOR will be on-call for services, service requests may be placed by email at [Chris@M3environmental.com](mailto:Chris@M3environmental.com) or by calling (831) 649-4623.
- C. NMC Obligations:**
- ~~NMC shall pay an amount not to exceed \$100,000 for the performance of work set forth in the Scope of Services.~~
  - 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.
  - Supply, if required, any special equipment and personnel necessary for the performance of the services.
  - Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the CONTRACTORS advice whether required or not.
  - Inform CONTRACTOR in advance of any known hazards or dangers, actual or potential, associated with inspection, for example, presence or risk of radiation,

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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 the 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 the NMC premises, its personnel comply with all health and safety regulations of the NMC, provided that the 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. Accordingly 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/OPRL/DPreWageDetermination.htm>
- CONTRACTOR to submit invoices upon completion of deliverables.
- Expenses are permitted, however all expenses other than mileage need to be pre-authorized by NMC in writing. Reimbursements for expenses other than mileage that are not pre-approved by NMC will not be accepted by NMC nor paid.
- Travel reimbursement is not allowed except for mileage reimbursement which shall be billed at the current IRS rate for mileage allowance. All requests for mileage reimbursement submitted by CONTRACTOR to NMC shall include a printed summary showing the starting address, ending address, and total distance from a credible online source such as Mapquest or Yahoo Maps. NMC does not guarantee payment on mileage reimbursement. Reimbursements for mileage are only payable if NMC approves the request submitted by CONTRACTOR. NMC shall review each request as submitted in order to make a determination of approval.
- Sales tax will be itemized and listed separately where applicable.
- 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.

**Exhibit A-1: revised Scope of Services/Payment Provisions**

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- 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 shall charge minimum 1 hour per visit; services will be charged in half (1/2) hour increments thereafter.
- Overtime rate is time-and-a-half of straight time rates.
- "Other Laboratory Services" – Custom testing shall be quoted per project once services are requested by NMC.
- CONTRACTOR's compensation for services rendered shall be based on the fee schedule on the following page:

Exhibit A-1:



Professional Consulting Services

**Fee Schedule**

2020-2024

Prepared for the County of Monterey  
Natividad Medical Center

Labor Costs	Rates*				
	2020	2021	2022	2023	2024
Expert Witness	\$425	\$435	\$450	\$460	\$470
Certified Industrial Hygienist (CIH)	395	395	395	415	415
Principal Consultant	250	255	260	265	270
Project Manager/Certified Asbestos/Lead Consultant	150	155	160	165	170
Environmental Consultant	95	97	100	103	106
Drafting	90	92	94	96	98
Administrative Assistant	70	72	74	76	78

\*Straight time only. Overtime rates apply for hours over 8 per day and nights, weekends, and holidays

Direct Expenses	Rate
Copies	at cost
Mileage	Current IRS Rate
Sample media, supplies, other direct expenses	Cost plus 15%

Equipment	Rate
Air Sampling Equipment (asbestos, microbial)	Included in Sample Price
Other Equipment	Quoted Per Project

Laboratory Services (Routine turnaround times)*	Rate				
	2020	2021	2022	2023	2024
Asbestos air samples: Phase Contrast Microscopy (PCM)	\$22	\$22	\$24	\$24	\$26
Asbestos air samples: Transmission Electron Microscopy (AHERA TEM)	140	145	150	155	160
Asbestos bulk samples: Polarized Light Microscopy (PLM)	22	22	24	24	26
Lead samples: Air/bulk/paint chip	24	24	26	26	28
Non-viable Mold (spore trap)	85	87	89	91	93
Viable Mold (agar plate)	80	82	84	86	88
Sewage screen	85	87	89	91	93
Other laboratory Services	Quoted per project				

\*Rush analysis can be quoted per project. Typically, same day laboratory analysis incurs a 100% surcharge. Next day analysis incurs a 50% surcharge.