

RENEWAL AND AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HIBSER YAMAUCHI ARCHITECTS, INC., AND
NATIVIDAD MEDICAL CENTER
3rd Floor, Building 400, Tenant Improvement Project

This Renewal and Amendment No.2 to the Professional Services Agreement ("Agreement"), dated January 10, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Hibser Yamauchi Architects, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, NMC solicited Architectural and Engineering Services for the 3rd Floor, Building 400, Tenant Improvement Project at NMC and awarded Hibser Yamauchi Architects, Inc. an Agreement to provide Architectural services for the term January 10, 2012 through January 1, 2014; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No.1 to modify the Scope of Services, to increase the total Agreement amount by an additional \$77,930, thereby increasing the total agreement amount to \$564,529, and to extend the term of the Agreement through June 30, 2015; and

WHEREAS, the Agreement expired on June 30, 2015; and

WHEREAS, the County and Contractor wish to renew and amend the Agreement retroactive to July 1, 2015, to add additional services, extend the term end date, and to increase the total Agreement amount by \$45,698 for a revised total Agreement amount of \$610,227; and to extend the term of the Agreement through March 31, 2016.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement and in Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 4, "SCOPE OF SERVICE" shall be amended to include Exhibit A-2 attached hereto this Renewal & Amendment No.2."
2. Section 5 "TERM OF AGREEMENT" shall be amended to the following:
"The initial term shall commence with the signing of the Agreement through and including March 31, 2016."
3. Section 4, "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 A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and Amendment No.1.
5. A copy of this Renewal and Amendment No.2 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Renewal and Amendment No.2 on the basis set forth in this document and have executed this Renewal and Amendment No. 2 on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: Feb 23 2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy
Auditor/Controller

Date: 2-23-16

CONTRACTOR

Hibser Yamauchi Architects, Inc.
CONTRACTOR's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Ken Yamauchi, Vice - President
Name and Title

Date: 02/17/2016

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

Marcus Hibser, President
Name and Title

Date: 02/18/2016

***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)