

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN ROBERT WILTSE & ASSOCIATES AND
NATIVIDAD MEDICAL CENTER
FOR
PROJECT INSPECTION SERVICES PER OSHPD APPROVED PLANS & SPECIFICATIONS**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on August 15, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Robert Wiltse & Associates (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 project inspection services per OSHPD approved plans and specifications for construction projects at NMC with a term August 15, 2013 through June 30, 2015 and a total Agreement amount not to exceed \$20,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 6, 2015 via Amendment No. 1 to update the original Scope of Services, extend the term for an additional three year period through June 30, 2018, and to increase the total amount by an additional \$75,000, thereby increasing the total Agreement amount to \$95,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to update the Scope of Services attached hereto as “Exhibit A-2 per Amendment No. 2” and to increase the total amount by an additional \$105,000 for a revised total Agreement amount not to exceed \$200,000.

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 and in Amendment No 1 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-2 as per Amendment No. 2 attached hereto this Amendment No. 2, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000.”
2. 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-2: revised Scope of Services/Payment Provisions as per Amendment No. 2.”*
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective when signed by both Parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this 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: ARB
Monterey County Deputy County Counsel

Date: 11-9-16

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 11-9-16

CONTRACTOR

Robert Wiltse & Associates
CONTRACTOR's Business Name
See instructions below

By: R. Wiltse
(Signature of: Chair, President, or Vice-President)

Robert Wiltse, President
Name and Title

Date: 10-16-16

By: Valerie Wiltse
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Valerie Wiltse, Secretary
Name and Title

Date: 10-16-16

*****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).

EXHIBIT A-2

**To Agreement by and between
Natividad Medical Center, hereinafter referred to as “NMC”
AND
Robert Wiltse & Associates, hereinafter referred to as
“CONTRACTOR” or “Inspector/Inspector of Record”**

Scope of Services / Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work related to providing third party on-call inspection services for construction projects as specified in Title 24, Part 1, Chapter 7 - Safety Standards for Health Facilities of the California Code of Regulations (CCR). Title 24, also known as the California Building Standards Code, is enforced by the Facilities Development Division (FDD or “Office”) within the Office of Statewide Health Planning and Development (OSHPD) and contains the regulations that govern the design and construction of buildings in California. These services are required for any and all OSHPD buildings in regards to construction.

II. CONTRACTOR Obligations:

- CONTRACTOR shall possess and maintain a valid Class “A” Hospital Inspector Certificate administered by OSHPD throughout the term of this Agreement.
- CONTRACTOR shall ensure pricing includes all basic equipment to perform quoted work.
- Information stated in an Inspector’s daily reports is derived from the results of inspections carried out in accordance with the instructions of NMC and/or CONTRACTOR assessment of such results on the basis of any technical standards, trade customs or practices, or other circumstances which should in NMC’s professional opinion be taken into account.
- CONTRACTOR shall take all reasonable steps to ensure that while on NMC premises, its personnel shall comply with all health and safety regulations of NMC, provided that NMC makes CONTRACTOR aware of the same.
- Pursuant to Section 7-142 under Title 24 of the CCR, the Inspector of Record (IOR) shall verify that the work is in compliance with the approved construction documents in accordance with the requirement for personal knowledge.
- Pursuant to Section 7-151 under Title 24 of the CCR, the Inspector of Record (IOR) shall submit to the Office a *Verified Compliance Report* (OSH-FD-123) at specific intervals or project milestones as stated in the approved Testing, Inspection, and Observation (TIO) Program.

- Pursuant to Title 24, Part 1, Chapter 7 of the California Code of Regulations (CCR), CONTRACTOR shall comply with provisions of the CCR (Sections 7-145, et seq.) governing the safety standards for health facilities which includes, but is not limited to, the following:

ARTICLE 4 CONSTRUCTION

7-145. Continuous inspection of the work.

(a) The general duties of the inspector shall be as follows:

1. The inspector shall have personal knowledge, obtained by continuous inspection of all parts of the work of construction in all stages of its progress to ensure that the work is in accordance with the approved construction documents.
2. Continuous inspection means complete inspection of every part of the work. Work, such as concrete or masonry work which can be inspected only as it is placed or assembled, shall require the constant presence of the inspector. Other types of work which can be completely inspected after the work is installed may be carried on while the inspector is not present. In no case shall the inspector have or assume any duties which will prevent continuous inspection.
3. The inspector shall work under the direction of the architect or engineer in responsible charge. All inconsistencies or seeming errors in the approved construction documents shall be reported promptly to the architect or engineer in responsible charge for the interpretation and instructions. In no case, however, shall the instructions of the architect or engineer in responsible charge be construed to cause work to be done which is not in conformity with the approved construction documents.
4. The inspector shall maintain a file of approved construction documents on the job at all times including all reports of tests and inspections required by the construction documents and shall immediately return any unapproved documents to the architect or engineer in responsible charge for proper action. The inspector shall also maintain on the job at all times, all codes and regulations referred to in the approved construction documents.
5. The inspector shall notify the Office:
 - A. When the work is started or resumed on the project.
 - B. At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - C. At least 48 hours in advance of the first placing of concrete.
 - D. When work has been suspended for a period of more than two weeks.

6. The inspector(s) of record shall maintain field records of construction progress for each day or any portion of a day that they are present at the project site location. The field record shall state the time of arrival, time of departure, a summary of work in progress and noted deficiencies in the construction or deviations from the approved construction documents. This field record shall be document the date, time and method of correction for any noted deficiencies or deviations. In addition, this record shall contain the following as applicable:
 - A. The time and date of placing concrete; time and date of removal of forms and shoring in each portion of the structure; location of defective concrete; and time, date and method of correction of defects.
 - B. Identification marks of welders, lists of defective welds, and manner of correction of defects and other related events.
 - C. A list of test reports of all nonconforming materials or defective workmanship and shall indicate the corrective actions taken.
 - D. When driven piles are used for foundations, the location, length and penetration under the last ten blows for each pile. It shall also include a description of the characteristics of the pile driving equipment.
7. All field records of construction progress shall be retained on the job until the completion of the work and shall, upon request, be made available to the Office, the architect or engineer in responsible charge and the owner. Upon completion of the project, these original field records shall be submitted to the hospital governing board or authority.
 - (b) The inspector shall notify the contractor, in writing, of any deviations from the approved construction documents or new construction not in compliance with the *California Building Standards Code*, which have not been immediately corrected by the contractor. Copies of such notice shall be forwarded immediately to the architect or engineer in responsible charge, owner and to the Office.

III. **NMC Obligations:**

- NMC shall pay an amount not to exceed \$200,000 for the performance of work as set forth in the Scope of Services.
- NMC shall ensure sufficient information (technical and administrative), instructions, and documents are given in due time; and in any event, not later than forty-eight (48) hours prior to the desired services to enable the required services to be performed.
- Procure all necessary access for CONTRACTOR and its 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 advice of CONTRACTOR whether required or not.
- Inform CONTRACTOR in advance, of any known hazards or dangers, actual or potential, associated with any inspection. For example, presence or risk of radiation, 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 legislations, NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits.

IV. **Pricing/Fees:**

- CONTRACTOR shall bill at the rate of **\$100 per hour** for services rendered.
- There shall be no travel reimbursement allowed during the term of this Agreement.
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the Agreement or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any terms or conditions 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.
- 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 warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.