

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN ROBERT WILTSE & ASSOCIATES AND
NATIVIDAD MEDICAL CENTER
FOR
PROJECT INSPECTION PER OSHPD APPROVED PLANS AND SPECIFICATION SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement"), dated 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"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Project Inspection per OSHPD Approved Plans and Specification Services with a two year term and a total Agreement amount not to exceed \$20,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three year through June 30, 2018 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$75,000 increase for the added services for a total Agreement amount of \$95,000.

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 Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "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 \$95,000. "*
2. "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is August 15, 2013 to June 30, 2018 unless sooner terminated pursuant to this Agreement"*
3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS" 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 Original Agreement.

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 on the day and year set forth herein.

Natividad Medical Center

By: [Signature]
Gary R. Gray, DO, Interim CEO

Date: 4/6/15

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: April 2, 2015

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4-3-15

CONTRACTOR

Robert A Wiltse, Inc
CONTRACTOR's Business Name*** (see instructions)

R. Wiltse
Signature of Chair, President, or Vice-President

Robert Wiltse, President
Name and Title

Date: 3-8-15

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

Valerie R. Wiltse, Secretary
Name and Title

Date: 3/8/15

***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
Robert Wiltse & Associates, hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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 inspections services for construction projects as specified in Title 24 Part 1 Chapter 7. Title 24 of the California Code of Regulations, known as the California Building Standards Code, contains the regulations that govern the construction of buildings in California. These services are required for any and all Office of Statewide Planning and Development buildings in regards to construction. See **Exhibit A Page 3 for description of Title 24 Part 1 Chapter 7 – Safety Standards for Health Facilities.**

B. CONTRACTOR Obligations:

- CONTRACTOR shall ensure inspections will be submitted to NMC within 5 business days of completion of the collection unless otherwise discussed with NMC.
- CONTRACTOR shall ensure pricing includes all basic equipment to perform quoted work.
- CONTRACTOR will provide services using reasonable care and skill and in accordance with NMC'S specific instructions as confirmed by the CONTRACTOR.
- Information stated in Reports of Findings is derived from the results of inspection carried out in accordance with the instructions of NMC, and/or CONTRACTOR assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in NMC professional opinion be taken into account.
- Reports of Findings issued by the CONTRACTOR will reflect the facts as measured & recorded by it at the time of inspection only and within the limits of the instructions received.
- CONTRACTOR shall maintain a file of approved constructions documents on the job at all times.
- CONTRACTOR shall ensure all field records shall be retained on the job until completion of the work and shall, upon request, be available for review.

C. NMC Obligations:

- NMC shall pay an amount not to exceed \$95,000 for the performance of work as set forth in the Scope of Services.

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

- NMC shall ensure sufficient information (technical and administrative), instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired services) to enable the required services to be performed.
- 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, 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:

- Contractor shall bill at the rate of **\$100 per hour** for services rendered.
- There shall be no travel reimbursement allowed during this Agreement.
- CONTRACTOR to submit invoices upon completion of deliverables.
- 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.
- 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.
- **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Exhibit A.1 - Title 24 Part 1 Chapter 7 - Safety Standards for Health Facilities

The general duties of the inspector as outline in Title 24 Part 1 chapter 7 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 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 by 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:
 - When the work is started or resumed on the project.
 - At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - At least 48 hours in advance of the first placing of concrete.

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

- 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 document the date, time and method of correction for any noted deficiencies or deviations. In addition, this record shall contain the following as applicable:
- the time and date of placing concrete; time and date of removal of forms and shorting in each portion of the structure; location of defective concrete; and time, date and method of correction of defects.
 - Identification marks of welders, lists of defective welds, and manner of correction of defects and other related events.
 - A list of test reports of all nonconforming materials or defective workmanship and shall indicate the corrective actions taken.
 - 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.

e. The IOR shall submit *verified compliance reports* (From OSH-FD-123) as started in the approved TIO Program. Note that a verified compliance report must always be submitted at the completion of the work. The IOR as well as the AOR or EOR should monitor the status of all post approval items and confirm compliance of approved construction changes in the field. The IOR is required to have approved documents at hand. Note that shop drawings that need to be approved by OSHPD by are not approved as a deferred submittal shall not be used by the IOR to conduct inspections of the work.

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

However, the contractor may use them to facilitate the work. Unapproved shop drawings shall not be used to clarify.

ii. The IOR should verify that all shop drawings, samples, and other submittals meet the Contract Documents requirements and are approved by the appropriate design professional before incorporation into the work. Responsibility shall rest with the AOR.