

 Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Prevent Life Safety Services** hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: **Preventive Maintenance, Inspections, Repair, and as needed related Miscellaneous Services.**

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 **\$96, 000.**

TERM OF AGREEMENT; the term of this Agreement is from **March 1, 2015 through February 28, 2018** with the option to extend the agreement for (2) additional one year terms, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

5.1.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

5.1.2. Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

5.1.3. This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.7. **Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates

to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad medical Center
 Attn: Contracts Division
 Natividad Medical Center
 1441 Constitution Blvd
 Salinas, CA. 93906
 FAX: 831-757-2592

CONTRACTOR:

Name: Prevent Life Safety Services
 Attn: Rachel Daly
 Address: 3201 Doolan Rd. Ste251
 City, State, Zip: Livermore, CA 94551
 Phone: (877) 392-6074
 Email: RachelD@prevent-Iss.com

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

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

Date: 6/1/15

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Deputy County Counsel Stacy Saetta

Date: 5/27/15

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Chief Deputy Auditor/Controller

Date: 5-28-15

CONTRACTOR

PREVENT Life Safety Services

Contractor's Business Name*** (see instructions)

Ann C. Pollard, Vice President
Signature of Chair, President, or Vice-President

Ann C. Pollard, Vice President
Name and Title

Date: 5/18/15

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

Name and Title

Date: _____

*****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

COUNTY OF MONTEREY, D/B/A NATIVIDAD MEDICAL CENTER SCOPE OF SERVICES.

This Scope of Services is entered into by and between **Natividad Medical Center**, hereinafter referred to as (“NMC”) and **Prevent Life Safety Services**, hereinafter referred to as (“CONTRACTOR”) pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date of March 1, 2015 (the “Agreement”) and is subject to terms and conditions of the Agreement.

A. SERVICE AND DELIVERABLES

A.1 FIRE DOOR – Annual Inspection, Maintenance, and Repairs

- a. National Fire Protection Association (NFPA) 80 and 101 require building owners to maintain new and existing fire door assemblies in working condition; and inspect and test fire doors no less than annually. Annual Inspections shall be scheduled by NMC Facilities Plant Manager and/or NMC Engineering Director. CONTRACTOR shall therefore provide the following:
 1. CONTRACTOR shall verify pertinent fire-rated door barrier information with NMC Facilities Plant Manager and/or NMC Engineering Director.
 2. CONTRACTOR shall identify the type and rating of the fire doors.
 3. CONTRACTOR shall inspect fire doors for compliance with NFPA 80 and NFPA 101.
 4. CONTRACTOR shall record inspected fire doors that are non-compliant; specify and document fire door deficiencies. List all non-compliant fire door locations in a log and illustrate locations on life safety plans.

- b. For each annual inspection, CONTRACTOR shall complete an 11 point inspection of each fire door at NMC and identify fire doors at NMC requiring maintenance services and/or repairs; therefore CONTRACTOR shall provide the following:
 1. CONTRACTOR shall confirm no open holes or breaks exist in surfaces of either the fire door or the fire door frame.
 2. CONTRACTOR shall inspect glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
 3. CONTRACTOR shall inspect the door, frame, hinges, hardware, and non-combustible threshold are secured, aligned and in working order.
 4. CONTRACTOR shall confirm no parts are missing or broken.
 5. CONTRACTOR shall inspect and verify door clearances at the door edge of the door frame on the pull side of the door do not exceed clearances listed in 4.8.4 (the clearance under the bottom of the door shall be a maximum of 3/4”) and 6.3.1 (top and edges 1/8”).
 6. CONTRACTOR shall inspect the self-closing device is operational; the active door completely closes when operated from the fully open position.
 7. CONTRACTOR shall confirm if a coordinator is installed, the inactive leaf closes before the active leaf.
 8. CONTRACTOR shall confirm latching hardware operates and secures the door when it is in the closed position.
 9. CONTRACTOR shall inspect/confirm auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.

EXHIBIT A

10. CONTRACTOR shall confirm no field modifications to the door assembly have been performed that void the label.
 11. CONTRACTOR shall confirm gasketing and edge seals, where required, are inspected to verify their presence and integrity.
- c. For each annual inspection, CONTRACTOR shall provide to NMC Plant Manager and/or NMC Engineering Director detailed logs and annotated plans documenting CONTRACTOR's inspections of fire doors and documenting maintenance and/or repairs completed as follows:
1. CONTRACTOR shall provide fire door certification labels indicate compliance with appropriate codes, standards, and requirements.
 2. CONTRACTOR shall handle and coordinate with NMC Facilities Plant Manager and/or NMC Engineering Director the entire door recertification process and make any necessary repairs and or adjustments until all of NMC doors have been retagged to keep doors in compliance with life safety codes.
- d. CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs of fire doors. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more fire doors under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

A.2 FIRESTOP – Annual Inspection

- a. Annual Inspections shall be scheduled by NMC Facilities Plant Manager and/or NMC Engineering Director. CONTRACTOR shall inspect each firestop at NMC and if during an inspection identify and provide the needed maintenance repairs to one or more firestops as follows:
 1. CONTRACTOR shall identify and verify rated barrier information with NMC facilities plant Manager and /or NMC Engineering director.
 2. CONTRACTOR shall examine barriers for compliance.
 3. CONTRACTOR shall photo document barrier penetrations that are non-compliant and identify the proper UL system needed to correct the non-compliant item.
 4. CONTRACTOR shall conform to NFPA Safety Code 102 preserving the integrity of fire walls to help NMC maintain compliance with life safety codes.
 5. CONTRACTOR shall meet the requirements of all ICRA guidelines for safety and infection control at NMC.
- b. For each annual inspection, CONTRACTOR shall provide to NMC Plant Manager and/or NMC Engineering Director detailed logs and annotated plans documenting inspections of fire stops and documenting maintenance and/or repairs completed as follows:
 1. CONTRACTOR shall identify the manufacturer of products to be used.

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2. CONTRACTOR shall install materials in compliance with the manufacturer's and UL systems instructions.
 3. CONTRACTOR shall label identifying the product, the UL System used, the date of installation, PREVENT's name (as Contractor) and the installer's name shall be placed next to penetration. Multiple labels will be placed along the area of deficiency.
 4. CONTRACTOR shall list all non-compliant locations in a log and show locations on Life Safety Plans.
 5. CONTRACTOR shall document, in a log, the product used and the UL system used. The documentation is to include photos of the "before" and "after" of the corrected deficiency. Locations shall be documented on drawings, cross referenced to the log.
- c. CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more firestops under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

A.3 FIRE AND SMOKE DAMPERS – 4 years - Inspections, Maintenance, and Repairs

- a. Inspections shall be scheduled by NMC Facilities Plant Manager and/or NMC Engineering Director. CONTRACTOR shall perform inspections, maintenance services and/or repairs of fire and smoke dampers at NMC in accordance with NFPA 80 & NFPA 105 Standards for smoke and fire damper testing.
 1. CONTRACTOR shall locate and inspect all fire dampers, smoke dampers, and combination fire/smoke dampers at NMC and ensure that full unobstructed access to the fire or smoke damper is available.
 2. CONTRACTOR shall remove and reset the fusible link to ensure the damper fully closes; if the fire damper is equipped with a fusible link.
 3. CONTRACTOR shall ensure that there is no fire or smoke damper interference due to rusted, bent, misaligned, or damaged blades and frames, there are no defective hinges or moving parts, and that the fire or smoke damper is free from obstructions or penetrating items that may affect functionality.
 4. CONTRACTOR shall clean each fire and smoke damper with a high efficiency particulate air (HEPA) vacuum.
 5. CONTRACTOR shall lubricate each fire and smoke damper as needed.
 6. CONTRACTOR shall manually activate electric and pneumatic dampers to ensure actuator is functioning and smoke damper closes appropriately.
 7. CONTRACTOR shall replace failed actuators that are no longer functioning, even on smoke dampers in difficult locations.
 8. CONTRACTOR shall ensure that fire and smoke dampers are installed and/or repaired in accordance with manufacturing specifications to ensure peak functionality.

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- b. For each annual inspection, CONTRACTOR shall provide NMC Facilities Plant Manager and/or NMC Engineering Director detailed logs and annotated plans documenting CONTRACTOR's inspections of fire and smoke dampers with documented maintenance and/or repairs completed.
 - 1. CONTRACTOR shall apply individualized stickers to each damper with a unique number that matches the appropriate damper on documentation and floor plans provided to NMC after the job has been completed. If numbers have been previously assigned to NMC; CONTRACTOR shall verify those numbers and location.
 - 2. CONTRACTOR shall indicating on each label of each fire and smoke damper the inspection date, inspection findings, and inspector's name.
 - 3. CONTRACTOR shall ensure all fire and smoke damper numbers shall coincide with the numbers recorded in the fire and smoke damper log, drawings and additional documentation. All fire and smoke dampers shall be clearly identified and marked.
 - 4. CONTRACTOR shall provide all documentation in both digital and hard copy format to NMC.

- c. CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs of fire and smoke dampers. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more fire and smoke dampers under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

A.4 ADDITIONAL MISCELLANEOUS SERVICES OTHER THAN AS SET FORTH IN A.1 THROUGH A.3

- a. In addition to the maintenance services and repairs set forth in Sections A.1 through A.3 above, CONTRACTOR shall provide other on-call maintenance services and repairs related to fire door safety as needed.
- b. CONTRACTOR shall provide NMC written quotes for such other on-call maintenance services and repairs. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. On-call maintenance services and repairs shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

B. PAYMENT OF PREVAILING WAGE

- B.1** 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

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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>

C. PAYMENT PROVISIONS

- a. CONTRACTOR shall provide itemized invoices at the completion of each project which lists at a minimum labor and materials separately and includes applicable tax.
- b. Sales tax shall be listed separately where applicable in every quote: Sales tax for taxable products and services will be included at the current sales tax rate for the City of Salinas.
- c. Expense reimbursements shall NOT be allowed, including travel reimbursements and fuel charges.
- d. NMC shall not pay any claims of payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

D. ANNUAL BUDGET / LABOR RATES/ HOLIDAY SCHEDULE:

Annual Budget – Three Year Term		
Visit the NMC site and conduct inspection, maintenance, and repair the following as needed:		
Fire Dampers Inspections and Repair Fire Door Inspections and Repair Firestop Inspection, Maintenance, and Repair Use of "The Solution" Infection Control Ceiling Access System included		
Annual Liability:		\$16,000
Additional Miscellaneous Services Other Than Inspection, Maintenance, and Repair of Fire Dampers, Fire Doors, and Firestop:		
Annual Liability:		\$16,000
Hourly Prevailing Wage Rates for All Repairs		
Monday - Friday		
Day Shift	5 am - 4 pm	\$74.00
Evening Shift	5 pm - 4 am	\$80.00
Overtime Rate		
Saturday or Sunday		\$111.00
Holiday Rate		\$148.00
Holiday Schedule		
January 1 st /2 nd - New Year's Day Memorial Day Labor Day Thanksgiving Day/Day after Thanksgiving December 24 th / 25 th - Christmas Day		