

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN GALLUN SNOW ASSOCIATES, INC AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIOR DESIGN SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement"), which was effective on August 1, 2013 is entered into by and between the County of Monterey, on behalf of **Natividad Medical Center (hereinafter "NMC")**, and **Gallun Snow Associates, Inc., (hereinafter "CONTRACTOR")**, with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR pursuant to the Request for Qualifications (RFQ #9600-48) for Interior Design Services at NMC with a term of August 1, 2013 through June 30, 2018 and a total Agreement amount not to exceed \$750,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement for NMC to continue receiving goods and services with revisions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1", and with no change to the term of the Agreement nor total amount of the Agreement.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement 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 plus Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$750,000".
2. Paragraph titled "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."*
3. 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.
4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
5. This Amendment No. 1 is 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

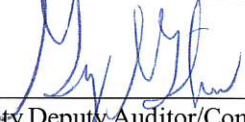
Date: 4/28/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 4-22-16

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 4-22-16

CONTRACTOR

Gallun Snow Associates, Inc.

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

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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).

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: 4/27/16

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS


By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Gallun Snow Associates, Inc.

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




Signature of Chair, President, or Vice-President

Lisa Gallun, President

Name and Title

Date: 4/27/2016

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Danielle Bell, Treasurer

Name and Title

Date: 4/27/2016

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

SECTION 5 Readiness Statement

2.1 SCOPE OF SERVICE

2.2 General Overview Project Scope:

The interior design firm will work with NMC and possibly a variety of Architectural/Engineering Firms and General Contractors to exclusively provide, at the Hospital's discretion, Interior Design Services (interior finishes, furniture planning and specifications, systems furniture planning and specifications, art planning, and signage design) on an as needed basis for a period up to three years. The services will be provided in individual "Service Packages". Service packages are defined as a separate and distinct portion of services to be performed by the interior design firm. Each service package will define and outline the schedule, scope and cost, along with other specific details for each project on an individual basis. *As an independent design firm, Gallun Snow is adept at working with various architectural/engineering firms. We also have experience with preparing individual service package agreements under "as-needed" services contracts with other health care organizations.*

Gallun Snow provides all of the following interior design services as part of our standard service offering. They are available as requested and appropriate for each service package. Pertinent additional comments are noted after selected items.

2.3 Interior Design Services

- 2.3.1 Programming/ Space Planning
- 2.3.2 Determine goals and objectives, culture and brand requirements
- 2.3.3 Review space requirements for patients, personnel, and efficiencies
- 2.3.4 Determine image/ identity/ environmental quality goals
- 2.3.5 Work collaboratively with third party consultants (i.e. Natividad Medical Center's architects)
- 2.3.6 Create project schedule, including construction and interim moves if necessary

5.3 Finish Selection/ Design

- 5.3.1 Utilize existing established finish standards for Natividad Medical Center
- 5.3.2 Develop finish boards for each project with samples of materials to be used
- 5.3.3 Provide rendered floor pattern displays or actual tile patterns to be used

5.4 Artwork Consultation

5.5 Signage Design

- 5.5.1 Draw detailed sign drawings with details necessary for construction

5.6 Custom Casework Design

5.7 Construction Documents- ability to produce the following:

- 5.7.1 Demolition plans
- 5.7.2 Dimension floor plans
- 5.7.3 Reflected ceiling plans and schedules
- 5.7.4 Lighting plans and specifications
- 5.7.5 Interior elevations finish notes, section symbols and related production of details, sections, and specifications
- 5.7.6 Finish plans, schedules, and specifications
- 5.7.7 Sheets and schedules for casework and millwork



**GALL UN
SNOW**

INTERIOR DESIGN

1920 Market Street, Suite 201 Denver, Colorado 80202 303.433.9500 866.846.7514 www.gallunsnow.com

Exhibit A: Scope of Services/Payment Provisions

5.8 Contract / Construction Administration

- 5.8.1 Provide clarification to contractors
- 5.8.2 Provide periodic field observation to verify coordination between construction/ installation and documentation
- 5.8.3 Prepare punch list
- 5.8.4 Review and document product submittals
- 5.8.5 Review and approve contractor substitutions
- 5.8.6 Submit documentation of interior finishes, fixtures, and furniture to Natividad Medical Center upon completion of each project

5.9 Furniture Services

- 5.9.1 Space needs analysis/programming
- 5.9.2 Budgeting/planning
- 5.9.3 Inventory/ furniture assessments
- 5.9.4 Furniture Specification/Bid services
- 5.9.5 Furniture Standards-utilizing existing established furniture standards for Natividad Medical Center

5.10 Minimum Requirements

- 5.10.1 Must be a standalone interior design firm not affiliated with an architectural services firm.

5.11 Certifications

- 5.11.1 AAHID (American Academy of Healthcare Interior Designers) Certified (*four staff members certified*)
- 5.11.2 Member of the United States Green Building Council (USGBC) (*Gallun Snow is a member of USGBC and six staff members are LEED Accredited Professionals*)
- 5.11.3 NCIDQ (National Council of Interior Design Qualification) (*eight staff members certified*)
- 5.11.4 EDAC Certified (Evidence Based Design Accreditation and Certification) (*three staff members certified*)

5.12 Experience

- 5.12.1 Minimum of five (5) years of hospital interior design work *Gallun Snow has twenty five years of hospital interior design experience.*

5.13 Resources / Technology

- 5.13.1 Revit 2012
- 5.13.2 Auto CAD 2012
- 5.13.3 Impression, Sketch Up, Photoshop, Illustrator
- 5.13.4 Master Plan Pro-Furniture Specification Software *We have updated our furniture specification process to use Revit 2012, which produces the same information as MPP, in a similar format. The Revit specification sheets include a photograph of the furniture item and upholstery, manufacturer, model#, quantity, locations, item code, finish, and any special features.*

5.14 Working Knowledge *Gallun Snow has a working know/edge of the regulations listed below through completion of previous Natividad projects, research, work with hospitals in five states, and collaboration with California architects.*

- 5.14.1 California Department of Public Health (CDPH) regulations/ Office of Statewide Health Planning and Development (OSHPD) requirements
- 5.14.2 The Joint Commission regulations
- 5.14.3 National Fire Protection Association (NFPA) regulations

CONFIDENTIAL

ATTACHMENT C: Fee Schedule

The undersigned, having read and understood all qualifications information, hereby submits fees for RFQ #9600-48.

Position/Title	Hourly Rate			
	2012/13	2013/14	2014/15	2015/16
Principal	\$150	\$150	+2.5%	+2.5%
Project Manager	\$120	\$120	+2.5%	+2.5%
Senior Designer	\$95	\$95	+2.5%	+2.5%
Designer	\$85	\$85	+2.5%	+2.5%
Design Support	\$65	\$65	+2.5%	+2.5%
Administrative/Clerical	\$65	\$65	+2.5%	+2.5%

Reimbursable Items to be Billed

Estimated Cost Bill

	Total Cost	% of Markup calculated
Travel and expenses per the Monterey County Travel Policy only	Actual costs	0%
Black and white copies/prints	\$0.15	0%
Color copies/prints	\$0.75	0%
Black and white plot	\$6.50	0%
Color Plot	\$9.00	0%
Color Photo Quality 8.5 x 11	\$4.50	0%
Color Photo Quality 11 x 17	\$9.00	0%
Go to Meetings	\$10.00	0%
Professional Renderings	\$1400.00	0%
Printing or copies by independent shop	Actual costs	0%
Postage and shipping	Actual costs	0%

**GALL UN
SNOW**

Signature 4., 2.

Date 3/27/13

Natividad Medical Center, County of Monterey
Request for Qualifications: RFQ # 9600-48

INTERIOR DESIGN

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

GALLUN SNOW ASSOCIATES

FEE SCHEDULE

POSITION/TITLE	HOURLY RATE	
	2016/2017	2017/2018
Principal	\$ 157.59	+2.5%
Project Manager	\$ 126.08	+2.5%
Senior Designer	\$ 99.81	+2.5%
Designer	\$ 89.31	+2.5%
Design Support	\$ 68.30	+2.5%
Administrative/Clerical	\$ 68.30	+2.5%

REIMBURSABLE ITEMS TO BE BILLED

ESTIMATED COST BILL

	Total Cost	% Markup calculated
Travel and expenses per the Monterey County Travel Policy	Actual costs	
Black and white copies/prints	\$ 0.15	0%
Color copies/prints	\$ 0.75	0%
Black and white plot	\$ 6.50	0%
Color plot	\$ 9.00	0%
Color photo quality 8.5 x 11	\$ 4.50	0%
Color photo quality 11 x 17	\$ 9.00	0%
WebEx meetings	\$ 10.00	0%
Professional renderings	\$ 1,400.00	0%
Printing or copies by independent shop	Actual costs	0%
Postage and shipping	Actual costs	0%

Signature: *Lisa Gallun*

3/29/2016