

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN ALPHA AIR BALANCE AGENCY INC. AND
NATIVIDAD MEDICAL CENTER
FOR
HEATING VENTILATION AIR CONDITION SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on June 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Alpha Air Balance Agency Inc. (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 Heating Ventilation Air Condition (HVAC) Services with a term June 1, 2016 through May 31, 2019 and a total Agreement amount not to exceed \$50,000 and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through May 31, 2021 to allow for services to continue with changes to the scope and a \$150,000 increase for a total Agreement amount of \$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 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-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 \$200,000."
2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from June 1, 2016 through May 31, 2021 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Original 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 shall be effective January 15, 2019

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: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: 11-20-18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 11-27-18

CONTRACTOR

Alpha Air Balance Agency Inc
CONTRACTOR's Business Name
See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

ROMULO A. GONZALES, PRESIDENT
Name and Title

Date: 11/06/2018

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

CYNTHIA GONZALES, SEC /TREASURER
Name and Title

Date: 11/06/2018

*****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-1 (Scope of Work/ Payment provisions)

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

Contractor shall provide services to verify supply and return Heating Ventilation Air Condition (HVAC) air velocities in Cubic Feet per Minute (CFM). Contractor shall make adjustment to the air dampener to calibrate the HVAC CFM as per mechanical record drawings that are approved and in compliance by the Office of Statewide Health Planning and Development (OSHPD) and Title 24 of the California Building Code (CBC). The contractor will inspect the HVAC duct work and repair any and all duct leaks. Contractor shall survey and calibrate the HVAC hydronic system. Contractor shall also provide energy audits and existing HVAC; system analysis; energy management; sound level analysis; indoor air quality and cleanroom certification as requested by Natividad Medical Center.

II. CONTRACTOR Obligations:

- CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- The CONTRACTOR is to provide NMC copies of the certification or registration document for each person who performs Heating Ventilation Air Condition (HVAC) services within the location, as required by state or local laws. This certification or licensing must be on site at all times and placed within the Heating Ventilation Air Condition (HVAC) Logbook. If regulation does not require certification or registration, service providers shall be trained in the proper and safe use of Heating Ventilation Air Condition (HVAC) materials by attending a recognized seminar or some other documented training. Evidence of training shall be on file or available electronically.
- The service provider shall at all times be supervised by a licensed employee, as required or allowed by regulation. The CONTRACTOR shall also provide and maintain a current copy of the Heating Ventilation Air Condition (HVAC) company license issued by the appropriate government body and place such document in the Logbook.
- CONTRACTOR shall provide Testing, Adjusting and Balancing (TAB) of HVAC System:
 - Testing: Use of specialized and calibrated instruments to measure temperatures, pressures, rotational speeds, electrical characteristics, velocities and air/water quantities for an evaluation of equipment and system performance.
 - Adjusting: Final setting of balancing devices such as dampers and valves, adjusting fan speeds and pump impeller sizes, in addition to automatic control devices such as thermostats and pressure controllers to achieve maximum specified system performance and efficiency during normal operation.
 - Balancing: Methodical regulation of system fluid flows (air or water) through the use of acceptable procedures to achieve the desired or specified airflow or water flow.
- CONTRACTOR shall provide Cleanroom Performance Testing
 - Measuring and recording cleanroom conditions
 - Resolving all non-confirming areas in facilities
 - Measurements include airflow velocity and uniformity tests, HEPA filter installation leak tests, room particle count tests and enclosure pressurization tests.
 - Provide writing detailed analysis at project completion.
 - Follow International Standards ISO 14644-1 and ISO 14644-2 to assure proper compliance

- CONTRACTOR shall provide annual and periodic testing:
 - OSHA requires annual testing of laboratory fume hoods
 - Fume hoods testing includes testing the face velocity at multiple points to determine if the fume hood is working as intending. Any issues will be resolved immediately.
 - Test any requested rooms such as hospital isolation rooms, operating rooms, and nuclear imaging rooms.
- CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT
- Ensure technicians are properly trained and credentialed to work in a hospital environment.

III. NMC Obligations:

- NMC shall pay an amount not to exceed \$200,000 for the performance of work set forth in the Scope of Services.
- NMC shall ensure sufficient information (technical and administrative); instructions and documents are given in due time 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 any order or samples or testing including, 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 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.

IV. Pricing/Fees:

Hourly Rates Schedule

In determining project charges, individual billing rates will vary depending on the staff member assigned to the project. No one project shall exceed \$4,000 otherwise it is subject to the public bid process. Current billing rates for various employee classifications are as follows:

<u>Discipline</u>	<u>Billing Rates</u>
Principal	\$200
Project Manager / Project Engineer	\$165
TAB Journeyman Foreman	\$165
TAB Journeyman	\$145
TAB Apprentice	\$110
Clerical	\$80

Labor & Materials:

- Labor rates shall be billed as per above “Hourly Rates”.

Reimbursable Expenses

In addition to the fees stated above, we charge for job-related expenses such as Blueprinting, photocopy, color renderings, postage, messenger service, travel, telephone, fax and incidental project-related materials and supplies at 1.1 times our cost. Administrative support services are charged on an hourly basis. Administrative support includes overseeing special projects, sourcing vendors for major purchases, coordinating meeting times & scheduling conference – hourly rate of \$95.00.

- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm to receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

V. Miscellaneous Terms:

- **Prevailing Wages:** If applicable, CONTRACTOR shall comply with 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/dlsr/DPreWageDetermination.htm>
- **DIR Registration:** During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.
- **Posting of Prevailing Wages at Job Site:** CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.
- 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.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.