

**RENEWAL AND AMENDMENT NO. 6
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
RBB ARCHITECTS INC.
FOR
RADIOLOGY MODERNIZATION PROJECT**

This Renewal and Amendment No. 6 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and RBB Architects Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and RBB Architects had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2014 to provide architectural services to NMC for a three-year term and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 24, 2019 via Amendment No. 3 to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.; and

WHEREAS, NMC and CONTRACTOR amended and renew the Agreement via Amendment No. 4 to extend it for an additional six (6) month period through February 28, 2021 (August 31, 2020 through February 28, 2021) for revised full agreement term of September 23, 2014 through February 28, 2021 to allow for series to continue with additions to the original scope of work and transfer \$204,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,728,350.

WHEREAS, the Agreement expired on February 28, 2021; and

WHEREAS, NMC and CONTRACTOR amended and renew the Agreement via Renewal and Amendment No. 5 to extend it for an additional three (3) month period through May 31, 2021 (February 28, 2021 through May 31, 2021) for revised full agreement term of September 23, 2014 through May 31, 2021 to allow for services to continue with additions to the original scope of work via Exhibit A-5 per Amendment No. 5 and transfer \$114,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,842,350.

WHEREAS, the Agreement expired on May 31, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning June 1, 2021 and to extend the term for an additional four (4) month period through October 1, 2021 (June 1, 2021 through October 1, 2021)for revised full agreement term of September 23, 2014 through October 1, 2021, to allow services to continue with additions to the original scope of work via Exhibit A-6 per Renewal and Amendment No.6 and

transfer \$84,000 to allow for services to continue to allow for completion of the Radiology Modernization capital project fund, for a total amount of \$2,926,350.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following:
"The term of this Agreement is from September 23, 2014 through October 1, 2021 unless sooner terminated pursuant to the terms of this Agreement."
2. Section 2, "PAYMENTS BY COUNTY" 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-2 Per Amendment No. 2, Exhibit A-4 per Amendment No. 4" plus Exhibit A-5 per Amendment No. 5 and Exhibit A-6 per Renewal and Amendment No.6, subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,926,350.***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 6 and shall continue in full force and effect.
4. A copy of this Renewal and Amendment No. 6 shall be attached to the Original Agreement.
5. This Renewal and Amendment No. 6 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 6 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R, Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: _____

CONTRACTOR

RBB ARCHITECTS INC

CONTRACTOR's Business Name

****Signature instructions below****

By: Sylvia Botero
(Signature of Chair, President, or Vice-President)

SYLVIA BOTERO, PRESIDENT

Name and Title

AUGUST 5, 2021

Date: _____

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

SYLVIA BOTERO, TREASURER

Name and Title

AUGUST 5, 2021

Date: _____

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)



June 28, 2021

Ms. Andrea Rosenberg
Assistant Administrator, Operations and Support Services
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

RE: Radiology Modernization Project, Building 500 - RFQ #9600-54
Add Service 18 – Extended Construction Administration – Project Close Out
RBB # 1412600

Dear Andrea,

RBB Architects Inc respectfully submits a fee proposal for added scope to our Basic Services contract related to the close out of the Construction Administration Services for the Radiology Modernization Project in Building 500 at Natividad Medical Center.

Scope of Work

- In accordance to the RFP RBB’s Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- Previous Add Services include an extension of 29 months, for a total of 35 months, with a completion date anticipated to be May 31, 2021.
- The current anticipated schedule has a completion date of October 1, 2021; delays are associated with overall impact of COVID 19 to the construction process, and commissioning and close out of the project.
- This proposal includes additional scope to properly close out the CA support by the A/E team.

Fees

The design team requests extended Construction Administration Services in the amount of \$21,000 per month; reimbursables expenses are included. Total additional fee is in the amount \$84,000.

We appreciate the opportunity to provide this proposal and look forward to continuing a long-lasting relationship with Natividad Medical Center.

Respectfully,
RBB ARCHITECTS INC

Acceptance:
Natividad Medical Center

Sylvia Botero, AIA, President

RBB ARCHITECTS INC

Joseph A. Balbona, AIA
Arthur E. Border, AIA
Sylvia Botero, AIA
Kevin Boots, AIA

10980 Wilshire Boulevard
Los Angeles, CA
90024-3905

T: 310 473 3555
888 473 2659
www.rbbinc.com

3685 Mt. Diablo Blvd
Suite 360
Lafayette, CA
94549-6823