

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PREVENT LIFE SAFETY SERVICES, INC AND
NATIVIDAD MEDICAL CENTER
FOR
INSPECTIONS, MAINTENANCE, AND REPAIR SERVICES OF FIRE DOORS, FIRESTOPS, AND
FIRE/SMOKE DAMPERS**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on March 1, 2015 is entered into by and between the County of Monterey (hereinafter “County”) on behalf of Natividad Medical Center (hereinafter “NMC”), and Prevent Life Safety Services, Inc. (hereinafter “CONTRACTOR”); collectively, County, NMC and CONTRACTOR are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Prevent Life Safety Services, Inc. entered into an Agreement to provide inspections, maintenance, repair services of fire doors, firestops, and fire/smoke dampers for compliance with the National Fire Protection Association (NFPA) Life Safety Code (LSC) requirements with a term March 1, 2015 through February 28, 2018 and a total Agreement amount not to exceed \$96,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional two (2) year period through February 28, 2020 for a revised full Agreement term of March 1, 2015 through February 28, 2020 to allow for existing services to continue with revisions to the original scope of work (Exhibit A of original Agreement) and with an increase of \$117,044 for the added services for a revised total Agreement amount not to exceed of \$213,044.

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 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, 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 \$213,044.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from March 1, 2015 through February 28, 2020 unless sooner terminated pursuant to the terms of this Agreement.”
3. Paragraph titled, “SCOPE OF SERVICES AND 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-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1.”***
(Replaces Exhibit A: Scope of Services/Payment Provisions attached to Agreement)

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4. 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 original Agreement.
5. The effective date of this Amendment No. 1 is March 1, 2017.
6. A copy of this Amendment No. 1 shall be attached to the original Agreement.

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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: _____
Monterey County Deputy County Counsel

Date: _____
5/24/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Date: _____
5-24-17

CONTRACTOR

Prevent Life Safety Services, Inc.

CONTRACTOR's Business Name

See signature instructions below

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

_____ *Dennis Coman*
Name and Title

Date: _____
4/4/17

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

_____ *Jodi Clem, Vice President*
Name and Title

Date: _____
4/4/17

*****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 (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).

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**To Agreement by and between
NATIVIDAD MEDICAL CENTER
and
PREVENT LIFE SAFETY SERVICES, INC**

EXHIBIT A-1 Revised Scope of Services/Payment Provisions

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

As a healthcare facility life safety specialist, Prevent Life Safety Services, Inc. (hereinafter "CONTRACTOR") will provide Natividad Medical Center (hereinafter "NMC") life safety services through professional, experienced field technicians to ensure compliance in accordance with the standards of The Joint Commission Accreditation program and the National Fire Protection Association (NFPA) 101 Life Safety Code also known as LSC, adopted by the Centers for Medicare and Medicaid Services (CMS). NFPA 101, the most widely used source for programs for occupant safety throughout the life cycle of a building, addresses building construction, protection, and occupancy features necessary to minimize danger to life from the effects of fire, including smoke, heat, and toxic gases created during a fire.

II. CONTRACTOR Obligations:

- CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations.
- CONTRACTOR shall provide written documentation of the services upon completion of the services.
- CONTRACTOR shall take all reasonable steps to ensure that while on NMC premises, its personnel shall comply with all health and safety regulations of NMC, provided that NMC makes CONTRACTOR aware of the same.
- CONTRACTOR shall perform all work utilizing safe and secure practices and CONTRACTOR shall maintain their work area as clean as possible while working and clean up thoroughly when finished.
- CONTRACTOR shall provide qualified staff with the knowledge and understanding of the operating components of the type of assemblies being subject to testing in accordance with NFPA 80 and CONTRACTOR shall provide services and otherwise do all things necessary for, or incidental to, the performance of work related to providing life safety codes services at NMC for the following:

A.1 FIRE DOORS – Annual Inspections, Maintenance, and Repairs

- a. National Fire Protection Association (NFPA) 80, a key standard for fire doors and other opening protectives, requires the installation and maintenance of assemblies



and devices used to protect openings in walls, floors, and ceilings against the spread of fire and smoke within, into, or out of buildings and in which building owners need to maintain new and existing fire door assemblies in working condition and have fire doors inspected and tested no less than annually. On an annual basis, during the month of December each year, CONTRACTOR shall therefore provide the following:

1. CONTRACTOR shall verify pertinent fire-rated door barrier information with NMC Engineering Manager and/or NMC Director of Engineering and Safety.
 2. CONTRACTOR shall identify the type and rating of the fire doors.
 3. CONTRACTOR shall inspect fire doors for compliance with NFPA 101 and NFPA 80
 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 with no visible signs of damage.
 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; that is, 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 and confirm auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.

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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 Engineering Manager and/or NMC Director of Engineering and Safety a detailed log 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 that indicate compliance with appropriate codes, standards, and requirements.
 2. CONTRACTOR shall handle and coordinate 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.
 3. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of fire doors.
- d. 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, Maintenance, and Repairs

- a. In accordance with National Fire Protection Association (NFPA) 101 Life Safety Code (LSC), firestop devices shall restrict or limit the transfer of smoke and requires all penetrations that pass through a wall, floor or floor/ceiling assembly constructed as a fire barrier shall be protected by a fire system or device. Fire barrier walls shall be continuously maintained and properly repaired when damaged, altered, breached or penetrated. Any penetrations found should be repaired with approved methods capable of resisting the passage of smoke and fire. On an annual basis, during the month of September each year, 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 Engineering Manager and/or NMC Director of Engineering and Safety.



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 102 preserving the integrity of fire walls to help NMC maintain compliance with life safety codes.
 5. CONTRACTOR shall meet the requirements of all Infection Control Risk Assessment (ICRA) guidelines for safety and infection control at NMC.
- b. For each annual inspection, CONTRACTOR shall provide to NMC Engineering Manager and/or NMC Director of Engineering and Safety a detailed log and annotated plans documenting CONTRACTOR's inspections of fire stops and documenting maintenance and/or repairs completed as follows:
1. CONTRACTOR shall identify the manufacturer of products to be used.
 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, CONTRACTOR's name (Prevent) 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.
 6. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of firestops.
- c. 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.

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A.3 FIRE AND SMOKE DAMPERS – Completed every Six (6) Years - Inspection, Maintenance, and Repairs

- a. The National Fire Protection Association (NFPA) 101 Life Safety Code (LSC) requires all hospitals complete fire damper, smoke damper, and combination of fire/smoke damper inspections every six (6) years after installation to ensure that the dampers close properly in case of a fire to prevent the spread of smoke and/or fire throughout the hospital. The 6 Year Fire and Smoke Damper Inspection will be during the month of March of year 2017, CONTRACTOR shall perform inspection, 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 attempt to access all dampers provided that access to the damper is not blocked by other equipment, conduits, etc.
 3. CONTRACTOR shall access the dampers through existing access openings in the ductwork. CONTRACTOR shall add access openings, as required, at NMC's direction, for an additional cost.
 4. CONTRACTOR shall clean each fire and smoke damper with a high efficiency particulate air (HEPA) vacuum.
 5. CONTRACTOR shall manually activate electric and pneumatic dampers to ensure actuator is functioning and the fire/smoke or smoke damper closes appropriately.
 6. CONTRACTOR shall remove and reset the fusible link to ensure the fire damper (mechanical) fully closes; if the fire damper is equipped with a fusible link. CONTRACTOR shall replace damaged fusible links if any are found.
 7. 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. If possible, CONTRACTOR shall make minor corrections to allow the damper to pass inspection.
 8. CONTRACTOR shall lubricate each fire and smoke damper as needed.
 9. CONTRACTOR shall replace failed actuators that are no longer functioning, even on smoke dampers in difficult locations.
 10. 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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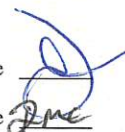
- b. For each inspection that is performed every 6 years, CONTRACTOR shall provide NMC Engineering Manager and/or NMC Director of Engineering and Safety detailed logs and annotated plans documenting CONTRACTOR's inspections of fire and smoke dampers with documented maintenance and/or repairs completed.
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 indicate 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 use the "Solution" mobile containment unit for ceiling access and infection control in areas as required by NMC.
 5. CONTRACTOR shall provide all documentation in both electronic format and hard copy format to NMC.
 6. CONTRACTOR shall provide NMC written quotes for maintenance services and repairs of fire and smoke dampers.
- c. 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.

III. NMC Obligations:

- NMC shall ensure sufficient information (technical and administrative), instructions, and documents are given in due time to enable the required services to be performed.
- NMC shall procure all necessary access for CONTRACTOR and its 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.
- NMC shall supply, if required, any special equipment and personnel necessary for the performance of the services.

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- NMC shall 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 advice of CONTRACTOR whether required or not.
- NMC shall inform CONTRACTOR in advance, of any known hazards or dangers, actual or potential, associated with any order, 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, NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits.

IV. Payment Provisions:

- CONTRACTOR's compensation for services rendered shall be based on the pricing/fee schedule in section VI attached hereto.
- CONTRACTOR shall provide itemized invoices at the completion of each project which lists at a minimum labor and materials separately and includes applicable tax.
- 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.
- Expense reimbursements shall NOT be allowed, including travel reimbursements and fuel charges.
- 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.

V. Prevailing Wages and DIR Registration:

- Prevailing Wages: 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 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>.
- 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.

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VI. Pricing/Fee Schedule:

Prevent Life Safety Services			
Annual Inspections:			
<ul style="list-style-type: none"> • Fire Doors • Firestops <i>(Includes use of the "Solution" Infection Control Ceiling Access System.)</i>			
Annual Liability:	\$16,000	Maximum Liability:	\$80,000
Six Year Fire & Smoke Damper Inspection:			
<ul style="list-style-type: none"> • Estimated Number of Dampers: 779 • Cost per Damper: \$36/Each 			
			Maximum Liability:
			\$28,044
Maintenance and Repairs: (this includes unplanned inspections)			
<ul style="list-style-type: none"> • Fire Doors • Firestops • Fire Dampers 			
			Maximum Liability:
			\$105,000
TOTAL AMOUNT NOT TO EXCEED (5 Years):			\$213,044

Hourly Prevailing Wage Rates (All Repairs)	
Monday - Friday	
Day Shift (5:00 a.m. – 4:00 p.m.)	\$74.00
Evening Shift (4:01 p.m. – 4:59 a.m.)	\$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	
4 th of July	
Labor Day	
Thanksgiving Day/Day after Thanksgiving	
December 24 th / 25 th – Christmas Eve/Christmas Day	

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