

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN KEY & YOUNG, INC. DBA COMMERCIAL SERVICE COMPANY AND
NATIVIDAD MEDICAL CENTER
FOR
REFRIGERATION EQUIPMENT SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on October 1, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Key & Young, Inc. d.b.a. Commercial Service Company (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 refrigeration equipment services which includes repairs and purchases for related parts and supplies with a twenty-one month term and a total Agreement amount not to exceed \$36,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$30,000, thereby increasing the total Agreement amount to \$66,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 2 to extend the term for an additional one year period through June 30, 2015 and to add an additional \$34,000, thereby increasing the total Agreement amount to \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 18, 2015 via Amendment No. 3 to extend the term for an additional twenty-seven month period through September 30, 2017 at no cost increase; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add an additional \$100,000 with revisions to the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4", 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 in Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 1, "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-4 as per Amendment No. 4 attached hereto this Amendment No. 4, 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 \$200,000."
2. Section 3, "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-4: revised Scope of Services/Payment Provisions as per Amendment No. 4."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
5. This Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: CRB
Monterey County Deputy County Counsel

Date: Aug 2, 2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 8-3-16

CONTRACTOR

Key & Young, Inc.
d.b.a. Commercial Service Company

CONTRACTOR's Business Name
See instructions below

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

Mark Mottau, Vice President
Name and Title

Date: 11/25/2016

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

John Key President/secretary
Name and Title

Date: 7/25/2016

*****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 (*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*).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as “NMC”
AND
KEY & YOUNG, INC DBA COMMERCIAL SERVICE COMPANY,
hereinafter referred to as “CONTRACTOR”**

EXHIBIT A-4 (Scope of Work/Payment Provisions)

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

Key & Young, Inc. d.b.a., Commercial Service Company provides 24/7 on-site services to NMC with parts, installations, and repair services as-needed for the following:

- Commercial Refrigeration (walk-in units, medical/blood/lab coolers & freezers, reach-in & under counter units, refrigerated drinking fountains, and both remote & self-contained units)
- Heating, Ventilation, and Air Conditioning (HVAC) systems (packaged, portable and split system, exhaust & supply air units)
- Ice Machines (cube style or flaked ice)
- Cooking/Food Service Equipment (ovens, ranges, stovetops, fryers, griddles, char broilers, steamers, heat lamps, & microwaves)

Commercial Service Company provides authorized factory service and warranty for several manufacturers. See Section VI for the list of manufacturers (excluding Hobart).

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, Occupational Safety and Health Administration (OSHA), Federal and State Labor Laws, and The Joint Commission (TJC).
- CONTRACTOR is to provide NMC copies of the certification or registration document for each person who performs Heating, Ventilation, and Air Conditioning (HVAC) services within the location, as required by state or local laws. This certification or licensing must be on site at all times. If regulation does not require certification or registration, service providers shall be trained in the proper and safe use of 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. CONTRACTOR shall also provide and maintain a current copy of the HVAC company license issued by the appropriate government body.
- CONTRACTOR shall provide factory trained technicians certified in: general HVAC and refrigeration services to include repairs, installations, and modifications.
- CONTRACTOR shall ensure technicians are properly trained and qualified to work in a hospital environment.
- CONTRACTOR shall provide service 24/7 on an as-requested basis.

- CONTRACTOR shall provide typical on-site response within four (4) hours or less from time of call for emergency services.
- CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations.
- CONTRACTOR shall provide written documentation of the services upon completion of the service.
- 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.

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.
- 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.
- 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 advice of CONTRACTOR whether required or not.
- 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. Pricing/Fees:

Commercial Service Co. Rates	General	Prevailing Wage (HVAC)
Regular (Between hours of 8:00 a.m. – 5:00 p.m., Monday through Friday)	\$90/Hr.	\$140/Hr.
Overtime (Between hours of 5:00 p.m. – 8:00 a.m., Monday through Friday, Weekends, & Holidays)	\$135/Hr.	\$210/Hr.
Truck Fee (Charge per trip)	\$15	\$15

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.
- CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charges any other client for the same services performed by the same individuals.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the 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 NMC.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its organization or that of its subcontractors.

VI. Authorized Manufacturers:

COMMERCIAL SERVICE CO.
541 Brunken Ave.
Salinas, Ca. 93901-4366
831-422-0127
Fax 831-422-6017

FOOD SERVICE EQUIPMENT MANUFACTURERS

Alto Sham*	Globe Slicer	Star*
APW-Wyott*	Groen*	Stero Dishwasher
Amana*	Hamilton Beach	T & S Brass
Anetsberger	Hardt*	Toastmaster*
Antunes/Roundup*	Hatco*	Toastwell*
Accutemp*	Renny Penny*	U.S. Range*
Bakers Pride*	Holman*	Univex*
Bevies	Imperial*	VariMixer*
Blodgett*	Insinkerator	Vulcan hart*
Blakeslee*	Jackson*	Waring
Berkel*	Jade Range*	Wells*
Bloomfield*	Jet Spray	Welbuilt*
Bunn-o-matic*	Keating*	Wilbur Curtis*
Brewmatic	Lang*	Wolf*
BusBoy	Lincoln*	Wyott*
CTX*	Litton*	
CarterHoffman*	Market Forge*	
Cecilware*	Merco*	
Champion dishwasher*	Middleby-Marshall*	
Cleveland*	Montague*	
Cres-Cor*	Moyer Diebel	
Combi-Blodgett*	Nieco*	
Curtis*	Nemco	
Dean*	Pitco*	
Dito Dean	Prince Castle*	
Duke*	R.A.M.*	
Eagle/Metal Master*	Randell*	
Edlund	Rational*	
Franklin	Robot Coupe*	
Frymaster*	RoundUp*	
Garland*	Salvajor*	*Signifies-warranty
General Slicer	Savory*	authorized
Gold Metal	Seco*	
Glastender*	Southbend*	