

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN AUTOMATIC DOOR SYSTEMS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
MAINTENANCE AND REPAIR SERVICES FOR ALL AUTOMATIC DOORS**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Automatic Door Systems, 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 with Automatic Door Systems, Inc. for maintenance and repair services for all automatic doors at NMC with a term January 1, 2020 through December 31, 2022 and a total Agreement amount not to exceed \$175,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to replace the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with no change to the Agreement amount or term of Agreement January 1, 2020 through December 31, 2022.

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. Section 2 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 \$175,000."
2. Section 4 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 Agreement.
5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

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: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 1/21/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Sedler
Monterey County Deputy County Counsel

Date: 1/21/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary K. Giboney
Monterey County Deputy Auditor/Controller

Date: 1-21-2021

CONTRACTOR

Automatic Door Systems, Inc.

CONTRACTOR's Business Name

See instructions below

By: Kevin W. Regan
(Signature of: Chair, President, or Vice-President)

Kevin W. Regan V.P. sales & service
Name and Title

Date: 01-04-2021

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

Tam Roehm PRESIDENT
Name and Title

Date: 01/04/2021

*****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 as per Amendment No. 1:
Scope of Services/ Payment Provisions

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Automatic Door Systems, Inc.** (hereinafter, ("CONTRACTOR")) pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

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

CONTRACTOR shall provide preventative maintenance and repair services for automatic and manual doors installed at NMC and services shall be rendered as requested by NMC.

II. CONTRACTOR Obligations:

- a. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 1. **Maintenance:** Routine maintenance services shall be based upon a mutually agreed upon schedule to ensure that doors at NMC continue to function properly.
 2. **Repairs:** CONTRACTOR shall inform NMC when issues are discovered during routine maintenance which identify doors that are in need of repair. Provided NMC authorizes it, CONTRACTOR shall perform minor repairs for such issues. Other repair services may be requested by NMC as needed. Repairs will be done on a per project basis and shall not exceed the total sum of \$4,000 per repair project so as to remain compliant with California Public Contract Code.

III. Pricing/Fees:

- a. Fees billed for services rendered:

STANDARD TIME AND MATERIAL HOURLY SERVICE RATES	
Monday – Friday, 8:00 AM to 4:30 PM	\$135.00 per hour
Monday – Friday, 4:30 AM to 8:00 PM	\$202.50 per hour
Monday – Friday, 8:00 PM to 8:00 AM	\$270.00 per hour
Saturday	\$202.50 per hour
Sunday	\$270.00 per hour
ADS Holidays	\$270.00 per hour
<i>*Service rates do not include trip charges, which are area dependent and there is a 1 Hour Minimum.</i>	

- b. 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.
- c. 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.
- d. 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.
- e. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

IV. Prevailing Wages and DIR Registration:

- a. Prevailing Wages: 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>.
- b. 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 shall also fully comply with all SB 854 requirements.
- c. 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.

V. Miscellaneous:

- a. ADS recognized holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- b. All customers with service agreements receive additional savings of no service call charge, when authorized repairs are performed during the periodic maintenance visit.